EXHIBIT 2

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF MISSISSIPPI

In re:)
MARITIME) Case No. 11-13463-DWH
COMMUNICATIONS/LAND)
MOBILE, LLC,) Chapter 11
)
Debtor.)

THIRD AMENDED DISCLOSURE STATEMENT FOR MARITIME COMMUNICATIONS/LAND MOBILE, LLC (Dated: September 25, 2012)

NO MATERIALS OTHER THAN THIS DISCLOSURE STATEMENT AND RELATED MATERIALS APPROVED BY THE BANKRUPTCY COURT HAVE BEEN AUTHORIZED FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THE DEBTOR'S PLAN.

THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE DEBTOR'S PLAN UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE READ THIS DISCLOSURE STATEMENT WITH CARE.

SUBMITTED BY:

Craig M. Geno, Esq., MB #4793 Jarret P. Nichols, Esq., MB #99426 Law Offices of Craig M. Geno, PLLC Post Office Box 3380 Ridgeland, MS 39158-3380 Phone: 601-427-0048 Fax: 601-427-0050

COUNSEL FOR THE DEBTOR

I. <u>INTRODUCTION</u>

This Disclosure Statement and the accompanying Ballots are being furnished by Maritime Communications/Land Mobile, LLC (the "Debtor" or "MCLM") to the holders of Claims against the Debtor's assets and business operations pursuant to Section 1125 of the United States Bankruptcy Code in connection with the solicitation of Ballots for the acceptance of the Debtor's plan of reorganization (the "Plan of Reorganization" or "Plan") filed by the Debtor under Chapter 11 ("Chapter 11") of Title 11 of the United States Code (the "Bankruptcy Code"). Capitalized terms used and not defined in this Disclosure Statement shall have their respective meanings set forth in the Plan or, if not defined in the Plan, as defined in the Bankruptcy Code.

On August 1, 2011, the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court, Northern District of Mississippi (the "Bankruptcy Court").

The purpose of this disclosure statement (this "Disclosure Statement") is to enable those persons whose Claims against the Debtor are Impaired and who are entitled to vote under the Plan to make an informed decision with respect to the Plan before exercising their rights to vote to accept the Plan.

The Bankruptcy Court's approval of this Disclosure Statement does not constitute either a guarantee of the accuracy or completeness of the information contained herein or an endorsement of any of the information contained in this Disclosure Statement or the Plan.

Holders of Claims should read this Disclosure Statement and the Plan in their entirety before voting on the Plan. No solicitation of votes with respect to the Plan may be made except pursuant to this Disclosure Statement. No statement or information concerning the Debtor (particularly as to results of operations or financial condition, or with respect to distributions to be made under the Plan) or any of the respective assets, properties, or businesses of the Debtor that is given for the purpose of soliciting acceptances or rejections of the Plan is authorized, other than as set forth in this Disclosure Statement. In the event of any inconsistencies between the provisions of the Plan and the Disclosure Statement, the provisions of the Plan shall control. A true and correct copy of the Plan of Reorganization was served with this Disclosure Statement.

After carefully reviewing this Disclosure Statement and all exhibits and schedules attached hereto, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the enclosed Ballot. Then, except as provided below, RETURN THE BALLOT TO THE CLERK OF THE COURT, DAVID J. PUDDISTER, UNITED STATES BANKRUPTCY COURT, NORTHERN DISTRICT OF MISSISSIPPI, THAD COCHRAN U.S. COURTHOUSE, 703 HIGHWAY 145 NORTH, ABERDEEN, MISSISSIPPI 39730, IN SUFFICIENT TIME TO BE RECEIVED NO LATER THAN 5:00 P.M., CENTRAL TIME, ON A DATE SET BY COURT ORDER (THE "VOTING DEADLINE").

THE DEBTOR BELIEVES THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF ALL CLAIMANTS OF THE DEBTOR, AND, CONSEQUENTLY, THE DEBTOR URGES ALL CLAIMANTS TO VOTE TO ACCEPT THE PLAN.

It is important that you cast your Ballot so that it will be received before the Voting Deadline. Any Ballots received after the Voting Deadline will not be counted unless otherwise ordered by the Bankruptcy Court. Ballots that are received after the Voting Deadline may not be used in connection with the Debtor's request for confirmation of the Plan or any modification thereof, except to the extent allowed by the Bankruptcy Court. *See infra*, Voting Procedures.

This Disclosure Statement has been compiled by the Debtor to accompany the Plan. The factual statements, projections, financial information, and other information contained in this Disclosure Statement have been taken from documents prepared by the Debtor, including the Debtor's unaudited Schedules and Statement of Financial Affairs, the Debtor's Monthly Operating Reports, pleadings filed in this Bankruptcy Case, and information obtained in the Chapter 11 Case. Nothing contained in this Disclosure Statement shall have any preclusive effect against the Debtor (whether by waiver, admission, estoppel or otherwise) in any cause or proceeding that may exist or occur in the future.

The statements contained in this Disclosure Statement are made as of the date of this Disclosure Statement unless another time is specified herein, and neither delivery of this Disclosure Statement, nor any exercise of rights granted in connection with the Plan, shall, under any circumstances, create an implication that there has been no change in the information set forth herein since the date of this Disclosure Statement. Certain of the information contained in this Disclosure Statement, by its nature, is forward looking, contains estimates and assumptions that may prove to be inaccurate, and contains projections that may prove to be wrong, or that may be materially different from actual future results. Each Claimant should verify independently and consult its individual attorneys and accountants as to the effect of the Plan on such individual Claimant.

For convenience of all parties, material terms of the Plan are summarized in this Disclosure Statement. Although the Debtor believes that this Disclosure Statement accurately describes the material provisions of the Plan, all summaries of the Plan contained in this Disclosure Statement are qualified by the Plan, the exhibits thereto, and the documents described therein, which control in the event of any inconsistency or incompleteness. Accordingly, the Debtor strongly urges each recipient entitled to vote on the Plan to review carefully the contents of this Disclosure Statement, the Plan, and the other documents that accompany or are referenced in this Disclosure Statement or the Plan in their entirely before making a decision to accept or reject the Plan.

IT IS OF THE UTMOST IMPORTANCE TO THE DEBTOR THAT YOU VOTE PROMPTLY TO ACCEPT OR REJECT THE PLAN BY COMPLETING AND SIGNING THE BALLOT ENCLOSED HEREWITH AND RETURNING IT TO THE CLERK OF THE COURT, DAVID J. PUDDISTER, UNITED STATES BANKRUPTCY COURT, NORTHERN

DISTRICT OF MISSISSIPPI, THAD COCHRAN U.S. COURTHOUSE, 703 HIGHWAY 145 NORTH, ABERDEEN, MISSISSIPPI 39730. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE VOTING PROCEDURES, YOUR BALLOT, OR THE BALLOT INSTRUCTIONS, OR IF YOUR BALLOT IS DAMAGED OR LOST, CONTACT THE DEBTOR AT THE FOLLOWING ADDRESS:

Beverly Pritchard Law Offices of Craig M. Geno, PLLC Post Office Box 3380 Ridgeland, MS 39158-3380

The Approval Order will fix a date and time, in the United States Bankruptcy Court for the Northern District of Mississippi, as the date, time, and place for the hearing on Confirmation of the Plan, and a date by which all objections to Confirmation of the Plan must be filed with the Bankruptcy Court and received by the counsel for the Debtor and any other persons identified in the Approval Order. The Debtor will request confirmation of the Plan at the Confirmation Hearing.

II. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the following meanings when used in initially capitalized form in the Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in initially capitalized form in the Plan that is not defined herein, but that is defined in the Bankruptcy Code, shall have the meaning assigned to such term in the Bankruptcy Code.

<u>Administrative Agent</u> means that person or entity appointed by the Committee to receive and distribute payments for and on behalf of the general unsecured creditors and to enforce the unsecured creditors' rights herein.

Administrative Claim shall mean a Claim for a cost or expense of administration of the Chapter 11 Case allowed under Section 503(b) of the Bankruptcy Code and referred to in Section 507(a)(1) of the Bankruptcy Code, including: (a) the actual, necessary costs and expenses incurred after the commencement of the Chapter 11 Case of preserving the Estate and operating the businesses of the Debtor; (b) wages, salaries or commissions for services; (c) reimbursement of expenses awarded under Sections 330(a) or 331 of the Bankruptcy Code; and (d) all fees and charges assessed against the Estate of the Debtor under title 28 of the United States Code.

<u>Administrative Expense Claimant</u> means all counsel for the Debtor, and all counsel for the Committee.

Administrative Expense Claim Limit means the sum of one million fifty thousand dollars (\$1,050,000.00), said sum representing the Administrative Expense Claimants' fees and Claims incurred during the pendency of the Case, which shall have an allocation of (a) a maximum allowed amount of \$300,000 for the Committee's Professional Persons, and (b) a maximum allowed amount of \$750,000 for the Debtor's Professional Persons.

Administrative Expense Pre-Payment means the sum of \$45,000, said sum representing Administrative Expense Claimant's costs and expenses incurred during the pendency of the Case, which shall have an allocation of (a) a maximum allowed amount of \$15,000 for the Committee's Professional Persons, and (b) a maximum allowed amount of \$30,000 for the Debtor's Professional Persons.

<u>Allowed Amount</u> means the amount in lawful currency of the United States of any Allowed Claim.

Allowed Claim means, with reference to any Claim: (i) a Claim against the Debtor, proof of which, if required, was Filed on or before the Bar Date, which is not a Contested Claim or Contested Interest, (ii) if no proof of Claim was so Filed, a Claim against the Debtor that has been or hereafter is listed by the Debtor in its Schedules as liquidated in amount and not disputed or contingent, or (iii) a Claim allowed hereunder or by Final Order. An Allowed Claim does not include any Claim or portion thereof that is a Disallowed Claim or that has been subsequently withdrawn, disallowed, released or waived by the holder thereof, by the Plan, or pursuant to a Final Order. Unless otherwise specifically provided in the Plan, an Allowed Claim shall not include any amount for punitive damages or penalties.

Allowed Interest means, with reference to any Interest: (i) an Interest in the Debtor, proof of which, if required, was Filed on or before the Bar Date, which is not a Contested Interest, (ii) if no proof of Interest was so Filed, an Interest in the Debtor that has been or hereafter is listed by the Debtor in its Schedules as liquidated in amount and not disputed or contingent, or (iii) an Interest allowed hereunder or by Final Order. An Allowed Interest does not include any Interest or portion thereof that is a Disallowed Interest or that has been subsequently withdrawn, disallowed, released or waived by the holder thereof, by the Plan, or pursuant to a Final Order. Unless otherwise specifically provided in the Plan, an Allowed Interest shall not include any amount for punitive damages or penalties.

<u>Avoidance Action</u> means any claim or Cause of Action belonging to the Debtor and arising under the Bankruptcy Code including, but not limited to §§ 544, 547, 548, 549 and 550.

<u>Ballot</u> shall mean the form mailed to holders of Claims for the purpose of voting to accept or reject the Plan.

Bankruptcy Code or Code means Title 11 of the United States Code, as amended.

<u>Bankruptcy Court or Court</u> means the United States Bankruptcy Court for the Northern District of Mississippi.

Bar Date means the date fixed by the Bankruptcy Court by which a proof of claim must be filed against the Debtor.

<u>Books and Records</u> means all of Debtor's books and records concerning the operation of its business from its inception until the date of Confirmation.

<u>Cause of Action</u> means all claims or causes of action that belong to the Debtor and/or that could have been brought by the Debtor under state or federal law, including the Bankruptcy Code, but not including any actions released under the Plan.

<u>Chapter 11 Case</u> means the above entitled and numbered case Filed by the Debtor pursuant to the provisions of Chapter 11 of the Bankruptcy Code.

Choctaw means the entity Choctaw Telecommunications, LLC.

Choctaw Investors means Trammell and the Secured Creditors.

<u>Choctaw Investors Tax Accrual</u> means that amount that is the greater of (a) 20% of the realized and recognized taxable gain on the sale of any FCC Spectrum License, or (b) the sum of (i) the maximum federal capital gains tax rate, plus (ii) the maximum state capital gains tax rate for the State of Alabama.

<u>Claim</u> means: (i) right of payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Claimant means a holder of a Claim.

<u>Class</u> means all of the holders of Claims against or Interests with respect to the Debtor that have been designated as a class in the Plan.

Committee means the Official Committee of Unsecured Creditors.

Confirmation means the entry by the Bankruptcy Court of the Confirmation Order.

<u>Confirmation Date</u> means the date of entry by the Court of an Order confirming the Plan.

<u>Confirmation Hearing</u> means the hearing or hearings to be held before the Bankruptcy Court in which the Debtor shall seek Confirmation of the Plan.

<u>Confirmation Order</u> means the Order confirming the Plan, together with any supplements, amendments or modifications thereto.

<u>Consummation</u> means that substantially all payments required to be made under the Plan on the Effective Date have been made and Notice of the Effective Date has been Filed and served.

Contested when used with respect to a Claim or Interest, means a Claim against or Interest in the Debtor that is: (i) listed in the Debtor's Schedules as disputed, contingent or unliquidated and as to which a proof of Claim has been timely Filed; (ii) listed in the Debtor's Schedules as undisputed, liquidated and not contingent and as to which a proof of Claim or Interest has been Filed with the Bankruptcy Court, to the extent the proof of Claim or Interest amount exceeds the amount provided for in the Debtor's Schedules; or (iii) the subject of an objection which has been or may be timely Filed and which claim has not been disallowed by Final Order. To the extent an objection relates to the allowance of only a part of a Claim or Interest, such a Claim or Interest shall be a Contested Claim or Contested Interest only to the extent of the objection.

<u>Contingent Claim</u> means a Claim that has not accrued and that is dependent upon a future event that may or may not occur.

<u>Creditor</u> means holder of a Claim as of the Petition Date.

Critical RF means the subsidiary of the Debtor, Critical RF, Inc.

<u>Debtor or Debtor-in-Possession</u> means Maritime Communications/Land Mobile.

<u>Deficiency Claim</u> means the unsecured portion of the Allowed Claim of a Secured Creditor; provided, however, that if the holder of a Secured Claim or the class of which such Claim is a member makes the election provided in § 1111(b)(2) of the Code, there shall be no Deficiency Claim in respect of such Claim.

<u>DIP Account</u> means the Debtor-in-Possession bank account utilized by the Debtor during this Chapter 11 Case.

<u>DIP Loan</u> means that certain debtor-in-possession loan from SECF to the Debtor, as such amount may be outstanding from time to time.

<u>DIP Loan Documents</u> means the loan documents evidencing the DIP Loan.

<u>Disallowed Claim</u> means a Claim, or any portion thereof, (i) that has been disallowed by Final Order, (ii) proof of which has been untimely Filed and as to which no Order of allowance has been entered by the Bankruptcy Court, or (iii) listed as disputed, contingent or unliquidated and as to which no proof of claim or proof of interest has been timely Filed.

<u>Disclosure Statement</u> means this Disclosure Statement, together with any supplements, amendments or modifications thereto.

<u>Distribution</u> means any payment under the Plan.

<u>Distribution Date</u> means the date specified in the Plan on which payment to any Claimant shall be made. If not specified in the Plan with regard to a Class of Claims, then the Distribution Date shall be the first day of the month following the Effective Date.

<u>Effective Date</u> means the date an order confirming the Plan becomes final and non-appealable or when the Plan is substantially consummated, which ever shall occur first. If no party obtains a stay of the order confirming the plan pending appeal, the Debtor and Choctaw may proceed toward substantial consummation of the terms of the Plan.

Entity includes any individual, partnership, corporation, estate, trust, governmental unit, person and the United States Trustee.

Estate means the bankruptcy estate of the Debtor created by § 541 of the Bankruptcy Code upon the commencement of the Chapter 11 Case.

Estate Assets means each and all of the assets and property included in the Estate.

Estimated Claim means any Contested Claim that is estimated in accordance with § 502(c) of the Code. For purposes of voting and distribution, the estimated amount of each Contested Claim shall be deemed to be the Allowed Amount of such Claim. For the full satisfaction of its Contested Claim and its related Allowed Claim, a Claimant shall have, as its sole and exclusive remedy, the rights to payment provided under the Plan and shall have no other rights or remedies and may not, following Consummation, assert any other right against the Debtor.

<u>Executory Contract</u> means any contract, including, without limitation, any unexpired lease, to which the Debtor is a party and that is capable of being assumed or rejected pursuant to § 365 of the Bankruptcy Code.

FCC means the Federal Communications Commission.

FCC Spectrum Licenses means any and all licenses from the FCC to the Debtor that the Debtor holds, whether approved for assignment to another party or not. FCC Spectrum Licenses do not include any assets of Critical RF. All assets of Critical RF shall remain the possession of Critical RF, and the Debtor shall maintain its equity interest in Critical RF.

Fee Claim means a Claim for fees and expense reimbursements under § 330 or 503(b) of the Bankruptcy Code.

Filed means filed with the Bankruptcy Court.

Final Order means: (i) an Order as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing, shall then be pending or, (ii) in the event that an appeal, writ of certiorari, reargument or rehearing thereof has been sought, such Order shall have been affirmed by the highest court to which such Order may be appealed, or certiorari has been denied, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that the Confirmation Order may be treated as a Final Order, at the option of the Debtor, if no stay pending an appeal has been obtained.

<u>General Unsecured Claims</u> means all Claims except for Administrative Claims, Priority Tax Claims, Secured Tax Claims, Classes 1 Claims, and Claims relating to an Interest.

Holding means the entity Choctaw Holding, LLC.

Impaired means the treatment of an Allowed Claim under the Plan unless, with respect to such Claim, either (i) the Plan leaves unaltered the legal, equitable, and contractual rights to which such Claim entitles the holder of such Claim, or (ii) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim to demand or receive accelerated payment of such Claim after occurrence of a default, there is (A) a cure of any default that occurred before, on or after the commencement of this Chapter 11 Case other than default of the kind specified in § 365(b)(2) of the Bankruptcy Code; (B) a reinstatement of the maturity of such Claim as such maturity existed before such default; (C) compensation paid the holder of such Claim for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and (D) no alteration of the legal, equitable or contractual rights to which such Claim entitles the holder.

<u>Interest</u> means an interest held by a creditor or by a holder of equity in the Debtor.

Lender See Secured Lender.

<u>Lien</u> means all valid and enforceable liens, security interests, claims and encumbrances against any property of the Estate that are permitted by, or not avoided pursuant to, the Bankruptcy Code.

<u>Litigation</u> means (i) all Causes of Action; (ii) all Avoidance Actions; and (iii) any and all policies of insurance or indemnity agreements related to any litigation, and all rights and remedies of the Estate under all policies of insurance or indemnity agreements related to such litigation.

Monthly Accruals means payments totaling \$90,000 per month from the Effective Date to Choctaw for financing post-confirmation operations of Choctaw.

<u>Order</u> means an order or judgment of the Bankruptcy Court.

<u>Person</u> shall have the meaning ascribed to such term under § 101(41) of the Bankruptcy Code.

Petition Date means August 1, 2011.

<u>Plan</u> means the Plan of Reorganization dated September 25, 2012, as it may be amended or modified from time to time as permitted herein or in accordance with § 1127 of the Bankruptcy Code.

<u>Post Confirmation</u> means any time after the Confirmation Date.

<u>Pre Tax Profit</u> means the pre tax profit generated by the Debtor's operations determined by the consistent application of the principles for determining pre tax profit in the proforma income statement that is an exhibit to the Disclosure Statement.

Priority Claim means all Claims entitled to priority under Section 507(a)(2) - (a)(7) and (a)(9) of the Bankruptcy Code.

<u>Professional Persons</u> means a Person retained or to be compensated pursuant to §§ 327, 328, 330, 331, 1102, and/or 1103 of the Bankruptcy Code.

<u>Proof of Claim</u> means a written statement setting forth a Claimant's Claim in proper form that has been filed with the Court in this Chapter 11 Case.

Reardon means John Reardon

Reserved Claims means any and all claims and causes of action that the Debtor may, could, or does have against Choctaw, Holding, and the Choctaw Investors, including but not limited to causes of action against any such entities pursuant to Chapter 5, Title 11, United States Code.

<u>Schedules</u> means those schedules and statements of financial affairs Filed by the Debtor under Federal Rule of Bankruptcy Procedure 1007, as same may be amended from time to time.

Secured Claim means an Allowed Claim that is secured by a Lien on or security interest in property in which the Estate has an interest, or that is subject to setoff under § 553 of the Bankruptcy Code, to the extent of the value of a Claimant's interest in the Estate's interest in such property determined in accordance with §506(a), or to the extent of the amount subject to setoff, as the case may be.

Secured Creditors means holders of the Class 1, 2, and 3 Claims.

<u>Secured Lender (also Lender</u>) means any Claimant that holds a Secured Claim or Lien, as defined above, against the Estate Assets.

SECF means Southeastern Commercial Finance, LLC.

<u>Tax Claims</u> mean any and all Claims of any Entity for the payment of any Taxes (a) accorded a priority pursuant to the Bankruptcy Code (but excluding all Claims for post-Petition Date interest and pre-Petition Date and post-Petition Date penalties, all of which interest and penalties, pre-Confirmation, and post-Confirmation, shall be (i) deemed

disallowed and (ii) fully discharged on the Confirmation Date), or (b) secured by valid Liens on assets of the Debtor existing on the Confirmation Date (but excluding all Claims for post-Petition Date interest and pre-Petition Date and post-Petition Date penalties, all of which interest and penalties shall be (i) deemed disallowed and (ii) discharged on Confirmation).

<u>Taxes</u> means and includes all federal state, county and local income, ad valorem, excise, stamp, and other taxes of any type or nature whatsoever.

Trammell means Patrick Trammell.

<u>Unsecured Creditor Pre-Payment</u> means the payment of \$600,000 from the cumulative sales of FCC Spectrum Licenses to be paid to the Administrative Agent on behalf of Class 7 unsecured creditors.

IV. PURPOSE OF CHAPTER 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. The commencement of a Chapter 11 case creates an "estate" comprised of all of the legal and equitable interests of the Debtor, and an automatic stay goes into effect that generally stops creditors and all other parties from taking action outside the bankruptcy court against the Debtor and its estate. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a Debtor may remain in possession of its property and continue to operate its business as a "Debtor in possession." This Chapter 11 Case was commenced with the filing of a voluntary petition under Chapter 11 by the Debtor on August 1, 2011. Since the filing of the Chapter 11 Case, the Debtor has been authorized to operate and manage its property and business as a Debtor in possession.

Formulation of a plan of reorganization is the principal purpose of a Chapter 11 case. The plan is the vehicle for satisfying the holders of claims against and equity interests in a Debtor. *See* "Discussion of the Plan."

Under the Bankruptcy Code, when soliciting acceptance or rejection of a plan of reorganization, a Debtor must transmit to the holders of claims or interests a disclosure statement approved by the bankruptcy court as containing "adequate information" to allow the holders of claims and interests to cast informed votes to accept or reject the Plan. This Disclosure Statement describes various transactions contemplated under the Plan and is supplied to you for purposes of assisting in your evaluation of, and your decision of how to vote on the Plan. If the Bankruptcy Court approves this Disclosure Statement, it and the Plan will be submitted to the holders of claims or interests for voting. If sufficient numbers of Creditors representing a sufficient amount of Claims vote to accept the Plan and other requirements are met, the Bankruptcy Court may, after a hearing, "confirm" the Plan. After confirmation, the Plan will establish the rights and interests of Creditors in the Debtor's assets.

IV. DESCRIPTION OF DEBTOR'S BUSINESS OPERATIONS

The Debtor owns and operates numerous licenses for wireless and cellular services. The Debtor's assets primarily include Federal Communications Commission (the "FCC") licenses (the "FCC Spectrum Licenses") and leased transmission tower space. The Debtor generates limited revenue from the FCC Spectrum Licenses. Nonetheless, the FCC Spectrum Licenses are valuable and have a substantial market value.

A. Events Leading to Chapter 11

Prior to the Petition Date, the Debtor obtained secured credit from various sources in various amounts. Debtor used the proceeds of the loans from the secured lenders to fund its ongoing operations including but not limited to the licensing and re-licensing of FCC spectrum. Throughout its term of operation, Debtor has been involved in voluminous and costly litigation with Warren Havens and his assorted business entities and affiliates (collectively, "Havens").

The Debtor expended a great deal of time and effort trying to settle and otherwise resolve its litigation with Havens. When that was unsuccessful, the Debtor sought protection under chapter 11 of the Bankruptcy Code. Further information regarding the Havens litigation is available from the FCC and the court records for the United States District Court for the District of New Jersey.

B. Assets of the Debtor

The following is a summary description of the Debtor's principal assets as they existed at the time of the Debtor's Disclosure. The information has been compiled from the Debtor's unaudited records, and estimated current market values in Debtor's opinion. The amounts listed with respect to the description of the assets, unless otherwise noted, are estimations that may not reflect the actual value of those assets but do reflect the what purports to be Debtor's management's estimation of the value of the assets. As set forth more fully in the Debtor's schedules attached hereto as **Exhibit "A"**, the Debtor owns the following assets:

1. Tangible Operating Assets

The tangible assets of the Debtor have been previously described and are available in the Debtor's schedules attached hereto.

2. Cash

The Debtor is currently receiving limited revenue from operations and the cash balance from operations fluctuates on a daily basis. According to the Debtor's monthly operating report, as of January 30, 2012, the Debtor had a cash balance of approximately \$9,099.96.

3. Receivables

The Debtor's accounts receivable went from \$1,028,879.12 as of the Petition Date, to \$979,270.15 as of January 31, 2012. The accounts over 90 days are \$978,010.15.

The Debtor believes that its largest receivable (reduced to a judgment) against Central Communications Network (for \$978,020.41) is wholly uncollectible. As the Debtor's representative has testified to in prior hearings, the Debtor has undertaken reasonable and diligent efforts to collect the judgment against Central Communications Network, to the point of employing and engaging professionals and collectors to make every effort to collect the judgment. All of these efforts have produced no significant results and the Debtor has elected not to spend any more money in pursuit of the judgment because it believes those pursuits would be fruitless, based upon the Debtor's past experience and efforts to collect that judgment.

4. Inventory

The Debtor has no inventory.

5. Critical RF

The Debtor owns all of the stock of Critical RF, LLC. A description of Critical RF follows:

Critical RF, Inc. ("Critical RF") is a subsidiary of Maritime Communications/Land Mobile, LLC ("MCLM"). A member of the management of CRF (Robert T. Smith) owns 5% of the issued and outstanding shares, and Debtor owns the remaining shares. MCLM purchased 100% of the shares of CRF in March 2006. The purchase price was \$1,000. 20% of the shares were reissued to the founder. He entered into an employment agreement at the time of the purchase, and the agreement and contract provided for repurchase of the 20% of the shares held by him in the event of his resignation or termination for cause. He resigned in 2010 and executed a termination agreement which included a financial settlement, general release of CRF and its management and affiliates, and the purchase of the 20% of the shares. Shares of other management personnel that had been issued, upon their resignation or termination, were forfeited and returned to the company

Critical RF makes, and provides to customers, Radio over Internet Protocol ("ROIP") hardware and software. These products permit two-way radio conversations to occur between two-way radios on one frequency band, for example 900 MHz, with two-way radios on another frequency band, such as 450 MHz. A gateway product connects the two-way radio system of a user to the internet and from there it is connected to other similarly connected two way radio systems as the users desire. In this way, two-way radio systems are no longer limited to their frequency band.

The conversations utilize the internet and can communicate between and among other users who have the Critical RF software. The software provides for interoperability so that cell

phones and computers are able to communicate. The market thus far has primarily been public safety and other first responders.

The FCC has recently allocated the 700 MHz D block of frequencies in an effort to build a common frequency band of public safety radios. When implemented this could be a negative for CRF. The deployment of these frequencies will be expensive and take time to implement.

Through its hardware gateway and software solutions, CRF allows users to keep their existing systems and patch together through the common platform of the internet. The internet can be accessed wirelessly through an air card in a police car laptop, or via a smart phone, or at a desktop location by cable modem or similar connection.

Critical RF's products include a SiteCast gateway box, and a larger product, the SafetyNet, which includes a computer board and the SiteCast board; Critical RF offers software solutions for the mobile phone component of communications.

Critical RF's Revenues over the past twelve months, ended May 31, 2012, were \$115,782.61. Cost of Goods Sold and Operating expenses were \$155,843.23 for the same period. Operations resulted in a loss of \$40,060.62. Even though the company has a negative net worth and a history of losses, a nominal value has been established of \$50,000, which recognizes values of intellectual property. Neither Council Tree nor Choctaw (both defined below), plan to purchase CRF. Instead, MCLM will operate it and provide the resources (non-monetary and non-cash) necessary to grow the business to profitability. MCLM contemplates providing non-monetary/non-cash support in the form of expertise and experience of its employees and the support those employees can give to Critical RF. The Debtor believes that Critical RF will generate sufficient cash to "support itself" without additional infusion from Maritime and that it has enough of a future to retain it as part of the Maritime assets.

C. Liabilities of the Debtor

In addition to the claims listed and included in the Debtor's schedules attached hereto as a part of Exhibit "A", the following creditors have claims against the Debtor:

1. Administrative Expenses

Administrative Claims are any claims that are defined in § 503(b) of the Code as being an administrative expense and granted priority under § 507(a)(1).

2. Professionals

The Bankruptcy Court approved the Debtor's application to employ the law firm of Harris Jernigan & Geno, PLLC as bankruptcy counsel on December 21, 2011. The Bankruptcy Court approved the Debtor's application to employ the law firm of Robert J. Keller, PC, as special counsel on December 21, 2011. The Bankruptcy Court approved the Committee's

application to employ the law firm of Burr & Forman, LLP as counsel for the Committee on January 5, 2012. These professionals are owed fees and expenses by the Debtor at the current time. The Debtor anticipates making payment to all such professionals through the Plan and subject to court approval. The Debtor has estimated that, as of the Effective Date, \$1,000,000 in professional fees will be owed.

3. Fees Due to the Office of the United States Trustee

All fees due under 28 U.S.C. §1930 are entitled to administrative expense priority and will be paid in full pursuant to the Plan. One quarterly fee may be owed at the time of the Effective Date. It is estimated that any outstanding fee would be \$2,000.00.

4. Post-Petition Taxes

As of January 31, 2012, the Debtor is current on its payroll tax liability.

5. DIP Financing

On October 18, 2011, the Bankruptcy Court approved a loan from Southeastern Commercial Finance ("SECF") to the Debtor in the amount of \$150,000 (the "First DIP Loan"). On January 11, 2012, the Bankruptcy Court approved a loan from SECF to the Debtor in the amount of \$100,000 (the "Second DIP Loan"). On March 14, 2012, the Bankruptcy Court approved on an interim basis a loan from SECF to the Debtor in the amount of \$200,000 (the "Third DIP Loan" and together with the First DIP Loan and Second DIP Loan, collectively, the "DIP Loans"). The DIP Loans are secured by a first priority lien upon the revenues and proceeds of the Debtor's FCC Spectrum Licenses.

6. Secured Claims

Collateral Plus, LLC ("Collateral Plus") is a creditor whose debt is secured liens and security interests in all of the Debtor's pre-petition assets including the revenues and proceeds of the Debtor's FCC Spectrum Licenses. Collateral Plus filed claims in this chapter 11 case in the amount of \$9,476,618.76, as of March 15, 2012. Collateral Plus is the successor in interest to certain loan documents, rights, and claims of Pinnacle National Bank.

Hayne Hollis, III ("Hollis") is a creditor whose debt is secured by liens and security interest in all of the Debtor's pre-petition assets. Hollis filed claims in this chapter 11 case in the amount of \$2,784,293.06.

Chris Dupree ("Dupree") is a creditor whose debt is secured by liens and security interest in all of the Debtor's pre-petition assets. Dupree filed claims in this chapter 11 case in the amount of \$2,784,293.06.

Watson & Downs, LLC ("Watson") is a creditor whose debt is secured by liens and security interest in all of the Debtor's pre-petition assets. Watson filed claims in this chapter 11

case in the amount of \$2,784,293.06.

Various taxing authorities have filed secured claims in the amount of \$77,929.77.

7. Unsecured Claims

Havens has filed an unsecured claim in the amount of \$100,000,000.00 (the "Havens Claim"). The Debtor has and will continue to challenge the Havens Claim.

The FCC has filed an unsecured claim in the amount of \$6,315,635.65 (the "FCC Claim"). The Debtor may challenge all or a part of the FCC Claim.

The FCC has commenced a proceeding before an Administrative Law Judge to determine, among other questions, whether the debtor is qualified to remain a licensee, and consequently, whether its licenses should be revoked and certain pending applications for consent to debtor's proposed assignment of some of its licenses should be denied; whether debtor should be ordered to repay the full amount of the bidding credit claims in Auction No. 61, with interest; whether a forfeiture not to exceed the statutory maximum should be issued against debtor for violations of the FCC's rules; whether any licenses the debtor holds have cancelled automatically for lack of construction or permanent discontinuance of operation, and whether debtor and its principals should be prohibited from participating in future FCC auctions. *In the Matter of Maritime Communications/Land Mobile, LLC*, EB Docket No. 11-71, File No. EB-090IH-1751, ¶ 1-2 (April 19, 2011).

Many of the claims are or may be contested depending on the merits of each to allow for a greater and faster recovery by legitimate Claimants or will otherwise be waived in accordance herewith. The Debtor has already filed an objection to the Havens claim, as noted above. The Debtor is certain that it will also object to the claim of Oliver Phillips as not being a claim against the Debtor unless certain contingencies occur with respect to distributions from the Debtor to its equity security holders; those distributions will never occur.

V. PROGRESS OF THE CHAPTER 11 CASE

The Debtor continues to market its FCC Spectrum Licenses and has already gained Bankruptcy Court approval to sell certain of its FCC Spectrum Licenses, subject to FCC Approval. The Debtor obtained the DIP Financing to meet its ordinary and necessary operating expenses while it markets its FCC Spectrum Licenses. Further information is available pursuant to the docket of the Case attached hereto as **Exhibit "B"**.

As of the Effective Date, Debtor does not have the means to continue to operate its business as a going concern. Accordingly, it is in the best interest of the creditors for the Debtor to sell its assets to an entity that is able to efficiently and quickly liquidate Debtor's assets in such a manner as to maximize the value of the Debtor's assets and the return to creditors. The Court has approved a number of motions filed by the Debtor seeking to assume pre-petition asset purchase agreements. These motions will have to be retried, because of the absence of a trial

transcript, on September 13-14, 2012. The Court has noted that only witnesses and documents testifying to, and introduced at, the prior trials on these motions will be allowed. Because of the specialized nature of the Debtor's assets, the necessity for continued funding of operations during the marketing process, and the need for experienced individuals to market the assets, it is not likely that a Chapter 7 trustee could obtain the value that may otherwise be obtained.

The Debtor has reached a tentative (subject to Court approval) settlement with Alliant Energy with respect to its pending litigation regarding the Debtor's efforts to assume the prepetition asset purchase agreement it entered into with Alliant Energy. Briefly, the settlement is that the asset purchase agreement will be rejected by the Debtor, Alliant will have a pre-petition, general unsecured claim for the amount of its deposit and the Debtor and Alliant will enter into a mutual release and settlement agreement providing for these general terms. The settlement is reflected in papers filed with the Bankruptcy Court seeking approval of it under Rule 9019 of the Bankruptcy Rules. The Debtor believes that an order will be entered shortly granting the motion to approve the settlement with Alliant Energy.

Subsequent to the filing of the Petition herein, the Debtor received an offer to purchase substantially all of its assets from Choctaw Telecommunications, LLC ("Choctaw"). The details of the Choctaw offer, as well as certain comments Choctaw has provided with respect to its offer, comments Choctaw has submitted with respect to an additional offer the Debtor has received (described in more detail hereinafter) are attached, incorporated by reference and marked as collective **Exhibit "C"** – the Choctaw offer is marked as **Exhibit "C-1"**, Choctaw's Response to the Council Tree Plan is marked as **Exhibit "C-2"**, and Choctaw's Response to the Council Tree Disclosure Statement is marked as **Exhibit "C-3"**. Creditors and parties in interest are urged to read Exhibit "C" in its entirety before voting on the Plan.

As mentioned in the next preceding paragraph, the Debtor also received, during the early summer of 2012, an expression of interest in its assets from to-be-formed affiliates of Council Tree Investors, Inc. ("Council Tree"). The expression of interest has developed into a formal offer to purchase assets of the Debtor. Council Tree has submitted an outline of its proposal, details of its proposal, comments in support of its proposal and comments regarding the Choctaw proposal. A copy of the Council Tree submissions is attached, incorporated by reference and marked as collective **Exhibit "D"**. Creditors and parties in interest are urged to read Exhibit "D" in its entirety before voting on the Plan. As summary of the Council Tree Proposal is as follows:

Creditors will be given the opportunity to vote to accept or reject the Plan, generally, and then they will be given the opportunity to express a preference for the Choctaw or the Council Tree offers. A ballot accompanying this Disclosure Statement and the Plan of Reorganization will outline the voting choices and options for creditors and entities entitled to vote for or against the Plan and/or to express a preference for the Choctaw or Council Tree offers.

VI. FEASIBILITY OF THE PLAN AND BEST INTERESTS TEST

A. Feasibility of the Plan

The Bankruptcy Code requires that, for a plan to be confirmed, the Debtor must demonstrate that consummation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization. Because the Plan is a plan of reorganization, and the Debtor will wind down its business upon confirmation, there will be no further need for financial reorganization of the Debtor. Furthermore, the Debtor believes the Plan is feasible.

As discussed in subsequent sections of this Disclosure Statement, the Debtor believes that the Plan is feasible, although feasibility depends upon, among other things, a successful "Second Thursday" approval by the Federal Communications Commission.

If Choctaw or Council Tree is the successful purchaser, and in the event the FCC does not apply the Second Thursday doctrine to the FCC Spectrum Licenses involved in this case upon the post-confirmation application therefor, and/or if Choctaw or Council Tree decline to pursue necessary FCC approval, the FCC Spectrum Licenses will remain with the Debtor. At that point, the Debtor will continue marketing the assets, in the manner it deems most efficient, in consultation with the Committee/Liquidating Agent. The Debtor may pursue engagement of its pre-petition broker (Spectrum Bridge) to assist it in the sale of the assets, or it may elect to request the Court's assistance in conducting an auction for its assets/licenses in order to determine what market is available through the auction process.

Any sale/auction proceeds will be distributed (after deducting additional costs and expenses of the sales/auctions) to creditors pursuant to the priorities established in the Plan.

However, in SkyTel's view, for any sale to be consummated, the FCC must either approve that under the Second Thursday doctrine, or the Debtor must complete the FCC Show Cause Hearing (EB Dkt. No. 11-71) regarding revocation and termination of all of the Debtor's FCC Spectrum Licenses, overcome the charges in the related Show Cause Order, and obtain FCC finding and conclusions in a Hearing Order in which the subject FCC Spectrum License(s) are retained by the Debtor as valid licenses. Further, in SkyTel's view, any Debtor success in either a Second Thursday application, or in the Show Cause Hearing, may be subject to appeals thereof by parties to those proceedings, including SkyTel. Further, as discussed below, SkyTel has other pending legal proceedings challenging the Debtor's licenses that, in SkyTel's view, cannot be resolved by any success in a Second Thursday application or in the Show Cause Hearing.

The Debtor disagrees with the views of SkyTel/Havens.

B. Best Interest of Creditors Test

In certain circumstances, to be confirmed, a plan must pass the "Best Interest of Creditors Test" incorporated in section 1129(a)(7) of the Bankruptcy Code. The test applies to creditors

and Interest holders (stockholders) that are both (i) in Impaired Classes under the Plan, and (ii) do not vote to accept the Plan. Section 1129(a)(7) of the Bankruptcy Code requires that parties receive or retain an amount under the plan that is not less than they would receive or retain if the Debtor were to be liquidated under chapter 7 of the Bankruptcy Code.

C. Application of the Best Interest Test to the Liquidation Analysis and Valuation of the Debtor

The Debtor believes that the Plan meets the "best interests" test of section 1129(a)(7) of the Bankruptcy Code because members of each Impaired Class will receive at least as much under the Plan as they would in a liquidation in a chapter 7 case and that the Plan satisfies the "best interests" test. The Plan proposes to pay all allowed claims in full. Because of the highly specialized nature of the FCC Spectrum Licenses, it is doubtful that a Chapter 7 trustee would be able to liquidate the FCC Spectrum Licenses in such a manner and at such a price as to pay all allowed claims in full.

D. Alternatives to Confirmation and Consummation of the Plan

The Debtor believes that the Plan affords holders of Claims the greatest realization on the Debtor's assets and that the Plan is in the best interests of such holders. If the Plan is not confirmed, the alternatives include: (a) continuation of the pending Chapter 11 Case; (b) an alternative plan or plans of reorganization; or (c) liquidation of the Debtor under Chapter 7.

Other alternatives are discussed in Sections V(A), above, which addresses the contingency of the inability of Choctaw and/or Council Tree to obtain FCC approval or abandonment, by Choctaw and/or Council Tree, of the FCC approval process.

The Committee originally raised in its objection to the draft First Amended Disclosure Statement issues concerning the appropriateness of an auction and issues as to why the Choctaw proposal is the best proposal under the circumstances. In various hearings prior to the submission of this Disclosure Statement, the Court determined that the Choctaw offer and the Council Tree offer should both be presented to creditors and parties in interest so that creditors and parties in interest could express a preference for either offer. Accordingly, while the Plan does not contain a "formal" auction process, both the offer of Choctaw and Council Tree will be considered by creditors, parties in interest and the Court.

The Committee also requested that the Debtor detail what efforts it has made to find purchasers for its assets. The testimony of John Reardon in a number of hearings in this case is replete with the efforts that the Debtor has made with respect to the sale of its assets. The Committee, through counsel, was present at all of those hearings and is as aware as anyone else in this case of all of those extensive efforts that have been made over the years. Other than the ongoing, extensive efforts of John Reardon to secure purchasers of the Debtor, the Debtor has no marketing budget or other means with which to "market itself". Moreover, the specialized nature of the Debtor's assets, and the relatively small market that exists for purchase of those assets, means that word of mouth is probably the best advertisement the Debtor can have under the

circumstances and, certainly, that kind of advertising has been extensive, as well as efforts and assistance provided by the NRTC. Accordingly, the Debtor is of the opinion that the "market" for its assets is fully aware that the Debtor's Spectrum Licenses are for sale. Additionally, other efforts created interest in the Debtor's assets from Council Tree and its proposal is now before the Court.

E. Certain Risk Factors to Consider

The following disclosures are not intended to be inclusive and should be read in connection with the other disclosures contained in this Disclosure Statement. You should carefully consider the risks described below in addition to the other information contained in this document.

F. Uncertainty of Value of the Debtor's Asset

In this Disclosure Statement, there are valuations of the Debtor's assets based on financial and other information generated by the Debtor. However, because of the highly specialized nature of the FCC Spectrum Licenses, and the limited and specialized market for such assets, the Debtor does not guaranty the accuracy of its estimates.

G. Claims Estimation

There can be no assurance that the Claim amounts filed by creditors are correct. The actual amount of Allowed Claims likely will differ from the claims register that is maintained by the Clerk of Bankruptcy Court. Depending on the outcome of claims objections, the timing and amounts of the estimated recovery may be different than the actual recovery realized under the Plan. The Debtor may request the Court to estimate certain claims, for purposes of voting in connection with the Plan. In fact, the Court has scheduled a hearing upon estimation of the claim submitted by Warren Havens, and his entities, for October 15-16, 2012.

H. Certain Risks of Non-confirmation

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. The statutory requirements are explained in more detail in Article IX of this Disclosure Statement.

I. Alternatives to the Plan

The Debtor believes that the Plan affords creditors the potential for the greatest realization from the Debtor's assets, and that the Plan is in the best interests of creditors. The Debtor does not believe that any alternative chapter 11 Plan or liquidation in the context of a chapter 7 case would afford the holders of Claims a return as great as may be achieved under the Plan. The Debtor continues to weigh any alternatives that might yield a higher or better recovery for creditors, but until any such alternative materializes, the Debtor firmly stands behind the Plan

and its treatment of Creditors.

An alternative to the confirmation of the Plan would be conversion of this Case to a liquidation proceeding under chapter 7 of the Bankruptcy Code. Under chapter 7, a trustee would be appointed to administer the Estate, to resolve pending controversies including Disputed Claims against the Debtor and Claims of the Estate against other parties, and to make distribution to Creditors. The Debtor believes that, based upon the increased expenses and the depressed values generally obtained from the liquidation sale of assets, the Claim holders will receive no more for their claims under chapter 7 than the anticipated results of confirmation of the Plan.

To obtain confirmation of the Plan, the Debtor must show that each holder of an impaired Claim has accepted the Plan, or that each holder will receive or retain under the Plan on account of the holder's Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount such holder would receive or retain if the Debtor's assets were liquidated under Chapter 7 of the Code on said date. This requirement is satisfied because the Debtor will show that a liquidation of the Debtor's assets in a Chapter 7 case would realize less than the amount owed the Secured Creditors, so the Debtor believes that the Plan is in the best interests of the creditors.

VII. DISCUSSION OF THE PLAN

DEBTOR'S PLAN OF REORGANIZATION ACCOMPANIES THE DISCLOSURE STATEMENT. ALLTERMS FOR IMPLEMENTING THE PLAN, TREATMENT OF CLASSIFIED UNCLASSIFIED CLAIMS, AND **PROVISIONS** REGARDING ALL PROPERTY DEALT WITH BY THE PLAN AND OTHER IMPORTANT TERMS AND CONDITIONS ARE CONTAINED IN THE PLAN. YOU MUST REVIEW THE PLAN CAREFULLY.

A. Summary of the Plan

1. Introduction

The Plan is the Debtor's plan for the reorganization of the Debtor's business operations. In general, and subject to Article VII, D herein, the continuation of the Debtor's business is adequately described and discussed in the Choctaw documents (Exhibit "C") and the Council Tree documents (Exhibit "D"). Creditors and parties in interest are urged to read those portions of Exhibits "C" and "D" concerning debtor's business operations post-confirmation.

In any event, the Plan contemplates a disposition of the FCC Spectrum Licenses held by the Debtor to either Choctaw or Council Tree. The Debtor and the Liquidating Agent (defined hereinafter) will continue to have significant duties and obligations, post-confirmation, and the process of seeking FCC approval of the transfer of the FCC Spectrum Licenses will require involvement of the Debtor going forward. Moreover, the Liquidating Agent will have significant distribution obligations and both the Liquidating Agent and the Debtor have significant claim objection obligations and litigation to pursue after the confirmation hearing and the Effective

Date.

2. Effective Date

Under the Plan, and the Choctaw offer, the Effective Date of the Plan is defined in the Plan. It is the date an order confirming the Plan becomes final and non-appealable or when the Plan is substantially consummated, which ever shall occur first. If no party obtains a stay of any order confirming the Plan pending appeal, the Debtor and Choctaw or Council Tree may proceed toward substantial consummation of the terms of the Plan.

Under the Council Tree offer, the "Plan Effective Date" is defined as the date, after confirmation of the Plan and after all FCC final approvals and any other necessary approvals have occurred, that the pending sales currently under contract are closed.

The Debtor shall file a notice of the Effective Date prior to the occurrence thereof in order to allow parties sufficient time to prepare and file their fee applications.

B. Creation of Classes

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving Distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled prior to the Effective Date. Pursuant to Bankruptcy Code § 1122, the Claims against and Interests in the Debtor are classified as follows:

- Class 1 Secured Claims of Collateral Plus in the amount of \$9,476,618.76. Interest shall not accrue on this claim. This Class is deemed to be Impaired.
- Class 2 Secured Claims of Hollis in the amount of \$2,784,293.06. Interest shall not accrue on this claim. This Class is deemed to be Impaired.
- Class 3 Secured Claims of Watson in the amount of \$2,784,293.06. Interest shall not accrue on this claim. This Class is deemed to be Impaired.
- Class 4 Secured Claims of Dupree in the amount of \$2,784,293.06. Interest shall not accrue on this claim. This Class is deemed to be Impaired.
 - Class 5 Secured Claims of NRTC. This class is deemed to be Impaired.
 - Class 6 Priority Tax Claims. This class is deemed to be Impaired.
 - Class 7 DIP Financing Claim of SECF. Interest shall accrue on this claim in accordance

with the DIP Loan Documents. This Class is deemed to be Impaired.

- Class 8 Administrative Expense claims including professionals. This Class is deemed to be Impaired.
 - Class 9 General Unsecured Claims. This Class is deemed to be Impaired.
 - Class 10 Membership Interests in the Debtor. This Class is deemed to be Impaired.

C. Treatment of Classified Claims

Pursuant to Section 1123 of the Bankruptcy Code, the Claims and Interests as classified herein shall be satisfied in the manner set forth in this Article. The treatment of, and the consideration to be received by Entities holding Allowed Claims against the Debtor's Estate pursuant to the Plan, shall be in full settlement, satisfaction, release and discharge of their respective Allowed Claims against the Debtor's Estate, but shall not affect the liability of any other Person or Entity with respect to such Claim or Interest.

1. Treatment of Classes of Claims Under The Choctaw Offer

The Choctaw offer set forth in Exhibit "C-1" is detailed with respect to how the classes of claims will be treated under the Choctaw offer, and those provisions are simply incorporated here by reference. The Choctaw proposal is as follows:

Pursuant to Section 1123 of the Bankruptcy Code, the Claims and Interests as classified herein shall be satisfied in the manner set forth in this Article. The treatment of, and the consideration to be received by Entities holding Allowed Claims against the Debtor's Estate pursuant to the Choctaw Proposal, shall be in full settlement, satisfaction, release and discharge of their respective Allowed Claims against the Debtor's Estate, but shall not affect the liability of any other Person or Entity with respect to such Claim or Interest.

1. Classes 1 through 4 - Secured Claims

The Secured Creditors and Trammell have formed a separate entity known as "Choctaw" (defined supra) and have each assigned their respective Claims to Choctaw. Choctaw is the sole member of, and owns all equity in, Holding. In exchange for, and in consideration and full satisfaction of Choctaw's Claims against the Debtor and Choctaw's release of the Debtor from all liability to Choctaw on account of the Claims, the Debtor will transfer, assign, and sell to Holding all of the Debtor's right, title, and interest in the FCC Spectrum Licenses. Such transfer is and will be subject to final approval by the FCC. As additional consideration, the Debtor shall assign to Choctaw any and all Reserved Claims.

After final FCC approval of Holding as the owner and holder of the FCC Spectrum Licenses, Choctaw will market and sell the FCC Spectrum Licenses in its sole and absolute

discretion; subject only to FCC's regulatory approval of all sales. Choctaw shall distribute all revenue, products and proceeds of the FCC Spectrum Licenses to Choctaw for final and ultimate distribution to the Choctaw Investors until such time as the Choctaw Investors have received the full amounts of their Claims. Included within the revenue, products and proceeds of the FCC Spectrum Licenses that will be distributed to all creditors are those proceeds from the sale of Spectrum Licenses that have already been approved by the Court in prior hearings consistent with the Debtor's various motions to assume executory asset purchase agreements with various purchasers for Spectrum Licenses, as well as any other sales of Spectrum Licenses that may be approved by the Court until such time as the FCC approves Holding as the owner of the FCC Spectrum Licenses, together with any revenue, products and proceeds received by Holding for the sale of Spectrum Licenses subsequent thereto. Choctaw Investors' rights to distribution are subordinate to the rights of other parties strictly as follows:

- a. Upon confirmation of the Plan, Choctaw shall pay to the Administrative Expense Claimants the allowed amount of their expenses, up to their share of the Administrative Expense Pre-Payment, and a payment of \$250,000.00 to be used by the Administrative Expense Claimants to pay a pro rata portion of the administrative fees, as allowed by the Court.
- b. Upon the sale of FCC Spectrum Licenses in a cumulative amount of at least \$600,000, Choctaw shall pay the Unsecured Creditors Pre-Payment to the Liquidating Agent.
- c. After the sale of FCC Spectrum Licenses in a cumulative amount of at least \$600,000, Choctaw shall pay the Administrative Expense Claimants as further described in Article I.B.5 hereto.

In addition to the Secured Creditor's Claims, the Choctaw Investors shall be entitled to receive Monthly Accruals until the later of such payment is made in full, of the last Secured Creditors' Claims. Other than as set forth herein, no creditor junior or subordinate to the Secured Creditors shall receive any distribution from the sale of FCC Spectrum Licenses until such times as the Secured Creditors have recovered the amounts of their Claims in full, together with all Monthly Accruals.

In addition to the Secured Creditor's Claims and the Monthly Accruals, and to the extent that there are distributions to any junior class of claimants not made pursuant to Article I, C, 1, the Choctaw Investors shall be entitled to receive the Choctaw Investor Tax Accruals. The net Choctaw Investor Tax Accruals shall be determined on an annual basis at the end of Choctaw's taxable year. Choctaw shall make distributions to the Choctaw Investors for the net Choctaw Investor Tax Accruals for any given taxable year upon the first sale of FCC Spectrum Licenses after the close of such taxable year.

Choctaw shall provide upon request from the Liquidating Agent, a monthly report that shall include a summary of all operating expenses incurred by Choctaw in operating its business for the month prior to the Liquidating Agent's request. Choctaw shall provide the report within thirty days of such request. The Liquidating Agent shall have twenty-one days to respond to such report, and otherwise object to the reasonableness of the expenses. Choctaw shall have fifteen days to reply to the Liquidating Agent's response to explain why the expenses were incurred and why such amounts were reasonably necessary. If the Liquidating Agent is not satisfied with the explanation in Choctaw's reply, the Liquidating Agent shall have ten days to file an objection to the reasonableness of the expenses with the Bankruptcy Court The Liquidating Agent shall not be required to reopen the case to file any such objection. If the Liquidating Agent does not respond to the report or does not file an objection after Choctaws' reply as set forth herein, such objection shall be waived and forever barred.

Chris Dupree, the owner and holder of the Class 4 Claims, shall receive distributions from Choctaw on account of his Class 4 Claim on a pari passu basis with the Secured Creditors. Distributions to Chris Dupree are limited to, and shall not exceed, his Class 4 Claim

2. Class 5 - Secured Claims of NRTC

NRTC shall be treated as a fully secured creditor. It shall be afforded the exact same treatment as secured creditor Chris Dupree, so that NRTC shall receive distributions from Choctaw on account of its fully secured Class 5 claim on a pari passu basis with the Secured Creditors. Distributions to NRTC are limited to, and shall not exceed, its Class 5 claim.

The fully secured claim of NRTC is impaired.

3. Class 6 - Priority Tax Claims

The Debtor is liable to various taxing authorities for ad valorem property taxes. Choctaw shall pay all such claims annually over three years with the first such payment due a year after the Effective Date. Such claims shall accrue interest at the rate of 3.0% *per annum*.

4. Class 7 - DIP Financing Claim

After the Choctaw Investors have received the full amounts of their Claims and the Monthly Accruals, and assuming there is sufficient revenue from the sale of the FCC Spectrum Licenses, Choctaw shall pay to SECF the full amount due and owing on the DIP Loans. To the extent that all senior Classes are satisfied, with the exception of the Choctaw Investor Tax Accrual, Choctaw shall make distributions to Class 6 Claimants within a reasonable time after the sale of any additional FCC Spectrum Licenses.

5. Class 8 - Administrative Expense Claims

Upon the sale(s) of FCC Spectrum Licenses (including those sales already approved by the Bankruptcy Court subject to FCC approval) as set forth below, Choctaw shall pay all claims to Administrative Expenses Claimants as follows:

- a. Upon confirmation of the Plan, Choctaw shall pay to the Administrative Expense Claimants the allowed amount of their expenses, up to their share of the Administrative Expense Pre-Payment. Choctaw shall also pay \$250,000.00 toward Allowed Administrative Expense Claims immediately upon Confirmation.
- b. Upon the sale of FCC Spectrum Licenses and collection of proceeds in a cumulative gross amount of \$2,600,000, Choctaw shall make a distribution to Administrative Expense Claimants in the amount of 10% of the total Administrative Expense Claimants' claims, to be distributed pro rata between the Administrative Expense Claimants.
- c. Upon the sale of FCC Spectrum Licenses and collection of proceeds in a cumulative gross amount of \$3,600,000, Choctaw shall make a distribution to Administrative Expense Claimants in the amount of 15% of the total Administrative Expense Claimants' claims, to be distributed pro rata between the Administrative Expense Claimants.
- d. Upon the sale of FCC Spectrum Licenses and collection of proceeds in a cumulative gross amount of \$4,600,000, Choctaw shall make a distribution to Administrative Expense Claimants in the amount of 20% of the total Administrative Expense Claimants' claims, to be distributed pro rata between the Administrative Expense Claimants.
- e. Upon the sale of FCC Spectrum Licenses and collection of proceeds in a cumulative gross amount of \$5,600,000, Choctaw shall make a distribution to Administrative Expense Claimants in the amount of 20% of the total Administrative Expense Claimants' claims, to be distributed pro rata between the Administrative Expense Claimants.
- f. Upon the sale of FCC Spectrum Licenses and collection of proceeds in a cumulative gross amount of \$6,600,000, Choctaw shall make a distribution to Administrative Expense Claimants in the amount of 20% of the total Administrative Expense Claimants' claims, to be distributed pro rata between the Administrative Expense Claimants.
- g. Upon the sale of FCC Spectrum Licenses and collection of proceeds in a cumulative gross amount of \$7,600,000, Choctaw shall make a distribution to the Administrative Expense Claimants of the balance of their respective total Administrative Expense Claimants' claims.

In no event shall the total Administrative Expense Claimants' Claims be more than the Administrative Expense Claim Limit, nor shall Administrative Expense Claimants receive distributions in excess of the Administrative Expense Claim Limit, up through the date of confirmation of the Plan. In no event shall any class of Administrative Expense Claimant receive or be entitled to distributions in an amount greater than such class' share of the total Administrative Expense Claim Limit, up through the date of confirmation of the Plan. All Administrative Expense Claimants shall file their final fee applications within 30 days of the Effective Date.

6. Class 9 General Unsecured Claims

After Choctaw Investors, SECF, and Administrative Expense Claimants have received the full amounts of their Claims and the Monthly Accruals, and assuming there is sufficient revenue from the sale of any FCC Spectrum Licenses, Choctaw shall pay to the Liquidating Agent the full amount of Class 9 General Unsecured Claims (or as much of the surplus is available from such sales). Choctaw shall make such distributions to the Liquidating Agent as funds are available from time to time from the sales of FCC Spectrum Licenses. To the extent that all senior Classes are satisfied, with the exception of the Choctaw Investor Tax Accrual, Choctaw shall make distributions to the Liquidating Agent within 10 days of the closing of the sale of the FCC Spectrum License.

In further consideration of the obligations owed to this Class herein, upon confirmation, as security for Choctaw's obligations herein, Critical RF shall immediately assign, grant and convey to the Liquidating Agent an accommodation pledge granting a security interest in and lien on all of Critical RF's assets. Should Choctaw fail to make a payment in accordance herewith, and upon notice of said failure and demand for payment by the Liquidating Agent in writing, Choctaw shall have 20 days from the date of such demand to cure such failure and make the distribution required herein. Absent such cure, the Liquidating Agent shall be entitled to immediately pursue any and all rights available to it with respect to Critical RF including without limitation, foreclosing on applicable security interests and other remedies at law, without further leave of the Bankruptcy Court.

Upon confirmation, the Debtor shall pay the sum of \$10,000 to the Liquidating Agent to cover the Liquidating Agent's initial costs and expenses in performing its duties hereunder.

To the extent that the Interest holders have any unsecured claims, such parties shall waive such claims and shall not receive any distributions on account of such claims.

7. Class 10 Membership Interests

Holders of Class 10 shall not receive any distribution from Choctaw, Holding, the Liquidating Agent, or otherwise.

Obviously, creditors and parties in interest are urged to carefully review those provisions to determine the treatment of the particular claims within the classifications discussed in the Choctaw offer.

2. Treatment of Classes of Claims Under The Council Tree Offer

The Council Tree offer set forth in Exhibit "D" is detailed with respect to how the classes of claims will be treated under the Council Tree offer, and those provisions are simply incorporated here by reference. The Following is a summary discussion of Council Tree's proposal for distributions of available cash to Maritime creditor classes, a discussion which is designed to complement the materials in Council Tree's PowerPoint document filed with the Court, dated August 27, 2012 and entitled "Council Tree's Purchase of Maritime's Assets" ("Council Tree's Proposal"). Additional details and perspective are incorporated in Council Tree's Proposal and will be further documented in definitive documentation with Debtor.

- 1. <u>Class 8 Claims</u>. First, at plan confirmation Council Tree will pay \$250,000 to the Class 8 Administrative Expense Claims (equals \$250,000 cumulative total paid out of \$1 million total claim limit).
- 2. <u>Class 8 Claims</u>. Next, at Effective Date Council Tree will distribute \$600,000 to the Class 8 Administrative Expense Claims (equals \$850,000 cumulative total distributed out of \$1 million total claim limit).
- 3. <u>Council Tree Claim</u>. Next, Council Tree will distribute to Council Tree's investors amounts owing under the \$250,000 loan advanced in (1) above (proceeds of which were used to pay a portion of the Class 8 Claim).
- 4. <u>Class 9 Claims</u>. Next, Council Tree will distribute \$1 million to the Class 9 General Unsecured Claims (equals \$1 million cumulative total distributed out of \$8.89 million total claim).
- 5. Class 7 Claim. Next, Council Tree will distribute an estimated \$1 million to the Class 7 DIP Financing Claim (equals 100% of the estimated amount owing under the claim). Under Council Tree's Proposal we estimate the \$1 million claim amount based on approximately \$600,000 accrued through June 30, 2012, plus \$200,000 of additional amounts accrued through confirmation date (\$50,000 per month times four months), plus \$200,000 of additional accrued thereafter through effective date (\$50,000 per month times four months).

- 6. Class 1 through 4 Claims, Class 5 Claims, Class 8 Claims and Tax Accruals. Next, Council Tree will distribute cash on a pro rata basis to these classes based on amounts that remain owing to each class:
 - a. <u>Class 1 through 4 Claims</u>. Council Tree will distribute \$17.825 million to the Class 1 through 4 Secured Claims (equals \$17.825 million cumulative total distributed out of \$17.825 million total claim).
 - b. <u>Class 5 Claims</u>. Council Tree will distribute \$1.15 million to the Class 5 Secured Claims of NRTC (equals \$1.15 million cumulative total distributed out of \$1.15 total claim).
 - c. <u>Class 8 Claims</u>. Council Tree will distribute \$150,000 to the Class 8 Administrative Expense Claims (equals \$1 million cumulative total distributed out of \$1 million total claim limit).
 - d. <u>Tax Accruals</u>. Council Tree will distribute amounts to Council Tree Investors sufficient to pay estimated tax payments.
- 7. <u>Class 6 Claims</u>. Next, Council Tree will distribute \$0.08 million to the Class 6 Priority Tax Claims (equals \$0.08 cumulative total distributed out of \$0.08 million total claim).
- 8. <u>Class 9 Claims</u>. Next, Council Tree will distribute a maximum of \$7.89 million to the Class 9 General Unsecured Claims (equals maximum \$8.89 million cumulative total distributed to Allowed General Unsecured Claims). This amount shall be adjusted downward if the total amount of Allowed General Unsecured Claims is determined to be lower.
- 9. <u>Class 10 Claims</u>. Council Tree will make no distributions to the Class 10 Membership Interests.
- 10. Other Claims. Council Tree will make no distributions for any other claims.

Obviously, creditors and parties in interest are urged to carefully review those provisions to determine the treatment of the particular claims within the classifications discussed in the Council Tree offer.

D. Means for Implementation of the Plan

1. Post Confirmation FCC Procedures and Processes Under the Choctaw Offer

The Choctaw offer set forth in Exhibit "C-1" is detailed with respect to post confirmation FCC Processes and Procedures under the Choctaw offer, and those provisions are simply incorporated here by reference.

Obviously, creditors and parties in interest are urged to carefully review those provisions to determine the post confirmation FCC Processes and Procedures discussed in the Choctaw offer.

2. Post Confirmation FCC Procedures and Processes <u>Under the Council Tree Offer:</u>

The Council Tree offer set forth in Exhibit "D" is detailed with respect to post confirmation FCC Processes and Procedures under the Council Tree offer, and those provisions are simply incorporated here by reference.

Obviously, creditors and parties in interest are urged to carefully review those provisions to determine the post confirmation FCC Processes and Procedures discussed in the Council Tree offer.

3. General

However, no provision in the Plan relieves the Debtor or the Choctaw entities (Choctaw Telecommunications, LLC; Choctaw Holding, LLC, the Choctaw Investors) or Council Tree from their obligations to comply with the Communications Act of 1934, as amended, and the rules, regulations and orders promulgated thereunder by the FCC. No contemplated transfer of control by the Debtor or by a Choctaw or Council Tree of any federal license or authorization issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such transfer of control pursuant to applicable FCC regulations. The FCC's rights and powers to take any action pursuant to its regulatory authority over the transfer of control by the Debtor or by Choctaw or by Council Tree, including, but not limited to, imposing any regulatory conditions on such transfer, are fully preserved, and nothing herein shall proscribe or constrain the FCC's exercise of such power or authority. Holding will not engage in any operations activity, but shall merely hold the FCC Spectrum Licenses. Holding shall not engage in any operations or incur any debt. Choctaw and Council Tree shall continue the business operations and make the payments provided for under their respective offers (Exhibits "C" and "D").

4. FCC Application and "Second Thursday" Issues

The Federal Communication Commission (FCC) has commenced a proceeding before an Administrative Law Judge to determine, among other questions, whether the debtor is qualified to remain a licensee, and consequently, whether its licenses should be revoked and certain pending applications for consent to debtor's proposed assignment of some of its licenses should be denied; whether debtor should be ordered to repay the full amount of the bidding credit claims in Auction No. 61, with interest; whether a forfeiture not to exceed the statutory maximum should be issued against debtor for violations of the FCC's rules; whether any licenses the debtor holds have cancelled automatically for lack of construction or permanent discontinuance of

operation, and whether debtor and its principals should be prohibited from participating in future FCC auctions. *In the Matter of Maritime Communications/Land Mobile, LLC*, EB Docket No. 11-71, File No. EB-090IH-1751, ¶ 1-2 (April 19, 2011).

FCC policy prohibits the transfer of a license in the face of unresolved questions about the licensee's basic qualifications to hold a license. *Jefferson Radio Company v. F.C.C.*, 340 F.2d 781 (D.C. Cir. 1964). However, in the bankruptcy context, the Commission has recognized an exception to this general prohibition if certain requirements set forth in *In Re Application of Second Thursday Corp.*, 22 F.C.C. 2d 515 (1970) are satisfied. Under the Second Thursday doctrine, the Commission may allow an assignment or transfer by a licensee with unresolved basic qualifications issues outstanding, if it determines, in its judgment, that the transaction is otherwise in the public interest and if it finds that, notwithstanding unresolved questions about the licensee's character qualifications, "the individuals charged with misconduct will have no part in the proposed operations and will either derive no benefit from favorable action on the applications or only a minor benefit which is outweighed by equitable considerations in favor of innocent creditors." 22 F.C.C. 2d at 516. The Second Thursday doctrine is intended to protect innocent creditors and to accommodate the policies of federal bankruptcy law with those of the Communications Act. *See LaRose v. FCC*, 494 F.2d 1145, 1149 (1974).

As of the date of this Disclosure Statement, debtor has not applied for Second Thursday treatment for any of its licenses, because the Commission will generally not act upon assignment or transfer applications by a debtor prior to approval of the proposed transaction by the bankruptcy court. Accordingly, no determination has been made whether the Second Thursday exception should be applied to the debtor.

The Plan of Reorganization contemplates that Maritime and the proposed buyers (Choctaw or Council Tree), will seek Second Thursday relief from the FCC. Procedurally that will involve the submission of an application requesting FCC consent to the assignment of Maritime's licenses to Choctaw or Council Tree. The application would include and/or be accompanied by a request for special relief from or waiver of the Jefferson Radio policy. This would include showings that:

- the principals of Choctaw are secured creditors;
- the plan, negotiated and agreed to by the secured creditors and the unsecured creditors' committee, provides a mechanism for the payment of all allowed claims against the debtor;
- none of the creditors to be compensated had knowledge of, nor was involved in, the alleged wrongdoing (i.e., the alleged non-disclosure of Mr. DePriest's holdings);
- neither Maritime nor the DePriests will receive any of the proceeds from the sale of licenses and they will forego their claims against the debtor (totaling approximately \$7 Million); and

- the DePriests will have no future involvement with and will receive no portion of any sales proceeds from the sale of AMTS licenses, nor the revenues from the operation of the AMTS licenses, being assigned to Choctaw, and the grant of the license assignment to Choctaw will be so conditioned.
- the Council Tree offer, if Council Tree is the ultimate purchaser of the FCC Spectrum Licenses, will be submitted to the FCC in connection with the application for Second Thursday relief.
- Council Tree has no connections with, or relationship to, the DePriests or Maritime except with respect to the Council Tree offer in this case.

In addition to the Second Thursday showing, Maritime and Choctaw or Council Tree will also be relying on other public interest grounds as a justification for special relief from the Jefferson Radio policy. In initiating EB Docket No. 11-71 (the pending enforcement proceeding), the Commission included various pending applications for assignment of Maritime licenses to other entities. In Footnote 7 of the Hearing Designation Order, the Commission expressly stated that, because of the potential importance of one of the licenses to rail safety, it would consider severing one of these applications, the proposed sale to Southern California Regional Rail Authority ("MetroLink"), from the hearing, upon an appropriate showing by debtor and Metrolink, and that the Commission would consider whether, and under what terms and conditions, the public interest would be served by allowing the Metrolink application to be removed from the administrative proceeding. 26 FCC Rcd at 6523 n.7. MetroLink formally requested such severance, and the matter is pending before the Commission. Most of the other buyers whose assignment applications were designated in the hearing filed similar requests for severance. These buyers are "critical infrastructure" entities, providing public services such as electrical power, natural gas, and transmission pipelines. These operations affect public safety, homeland security, and similar matters. Maritime, as debtor-in-possession, has assumed many of these purchase agreements, and the court has approved the sales subject to prior FCC approval. For reasons similar to those already enunciated by the FCC in Footnote 7 of the Hearing Designation Order, this provides yet another public interest ground for an exception to the Jefferson Radio policy.

One cannot predict the outcome in advance, and this is even more so where the proposal is likely to be opposed by Warren Havens and possibly the Enforcement Bureau. Maritime believes, however, that the proposed course has a reasonable likelihood of success. Protecting innocent creditors and accommodating bankruptcy policy is an important and well-established policy. The plan is structured so as to maximize the likelihood that innocent creditors will be compensated. Moreover, neither Maritime nor the DePriests will receive any of the proceeds, they will not be involved in the future operation of the licenses, and the Commission can and presumably will impose specific conditions on future license assignments to ensure this remains the case. Further, the FCC has previously granted Second Thursday relief for a similar arrangement where control of the licenses was assumed by a group of creditors. *MobileMedia Corp.*, 14 FCC Rcd 8017 (1999). There are also important public interest benefits that will flow from the already-assumed and court-approved sales to critical infrastructure entities.

Nevertheless, if the FCC does not approve the Second Thursday plan as presented, Maritime will endeavor to modify the plan as necessary to address the agency's concerns.

The Debtor is not aware of any prohibition against filing a subsequent FCC application if Choctaw or Council Tree (or any other party for that matter), fail to obtain *Second Thursday* approval or if the FCC will simply revoke the licenses that are sought to be transferred and sold. As stated in numerous sections of this Second Amended Disclosure Statement, the Debtor certainly intends to pursue additional applications for approval if Choctaw or Council Tree (or any other purchaser) is unsuccessful. However, while there is no prohibition on another buyer seeking Second Thursday relief, the FCC may, either before or after an application by a second buyer, instead choose to revoke the spectrum authorizations if there is a legal basis to do so.

SkyTel's general views on the matters discussed above are set forth in **Exhibit "E"** attached hereto and incorporated herein by reference. The Debtor disagrees with the views of SkyTel as stated in Exhibit "E".

5. Transactions Authorized Under the Plan

On or after the Effective Date, Choctaw or Council Tree may enter into such transactions and may take such actions as may be necessary or appropriate to affect its business consistent with the terms of the Plan, subject to the FCC's rights and powers as described in VI(D)(2), *supra*. The Bankruptcy Court will not retain jurisdiction over Choctaw or Council Tree, and Choctaw or Council Tree will not otherwise be subject to oversight by the Bankruptcy Court. The Bankruptcy Court will retain jurisdiction over the Debtor until such time funds are fully distributed in accordance with the Plan.

6. Cancellation of Notes, Instruments, Debentures, and Membership Interests

As of the Effective Date, except as otherwise provided for in the Plan, (a) all notes, bonds, indentures, or other instruments or documents evidencing or creating any indebtedness, obligations of or interests in the Debtor or its assets that are Impaired under the Plan shall be cancelled, and (b) the obligations of the Debtor under any agreements, indentures, or certificates of designation governing Interests or Claims or any notes, bonds, indentures, or other instruments or documents evidencing or creating any Interest in or Claims against the Debtor that are Impaired under the Plan shall be discharged. However, claims by any person or entity against any other person or entity guaranteeing or otherwise liable for the obligations of the Debtor shall not be impaired as a result of the confirmation of the Plan or its effectiveness.

7. Employment of Reardon

Reardon functions as an operating officer, counsel, marketer of assets, negotiator for sales of Spectrum and drafter of documents of the Debtor. Reardon has served as the primary salesman for the FCC Spectrum Licenses over the past few years. Mr. Reardon has over 15 years of experience working with the utility, railroad, and oil and gas communications industries. Mr. Reardon has negotiated all of the pending transactions with lessees and buyers. Mr. Reardon

will renegotiate his terms of continued employment with Choctaw. In the event Council Tree is interested in employing Mr. Reardon, he will renegotiate the terms of any employment directly with Council Tree.

8. Liquidating Agent

- a. **Appointment.** The Liquidating Agent shall be appointed as of the Effective Date and shall serve without a bond. The Liquidating Agent's appointment shall be a prerogative delegated to, and assumed by, the Committee, but the Liquidating Agent shall be disinterested, consistent with 11 U.S.C. §327(a). Notice of the appointment of Liquidating Agent and his/her or its compensation shall be provided by the Committee to all creditors and parties in interest. In the event of the death, resignation, incapacity, disqualification, or misconduct of the Liquidating Agent, the members of the Committee (notwithstanding the fact the Committee shall cease to formally exist pursuant to the Plan) shall appoint a successor. The Liquidating Agent shall retain and have all of the rights, powers and duties necessary to carry out its responsibilities under the Plan and those rights, powers and duties shall be exercisable solely by the Liquidating Agent. Commencing on the Confirmation Date, the Debtor shall work with the Liquidating Agent to facilitate a smooth transition of the responsibility of the wind down of the Estate to the Liquidating Agent.
- b. **Duration.** The Liquidating Agent shall continue to exist until entry of a Final Order by the Bankruptcy Court closing the Bankruptcy Case pursuant to section 350(a) of the Bankruptcy Code.
- c. Exclusive Powers and Duties. The Liquidating Agent shall serve under the Plan and shall discharge all of the rights, powers and duties set forth in the Plan. Without limiting the generality of the foregoing, the Liquidating Agent, his successors and assigns, shall have the following exclusive rights, powers and duties:
- i. All of the rights, powers, and duties of a trustee in bankruptcy, including but not limited to, those under sections 704(a)(1), (2), (4), (5) and (7) and 1106(a)(6) and (7) of the Bankruptcy Code;
- ii. to administer any available funds for unsecured Claims, pursuant to the terms of the Plan;
- iii. to use, acquire and dispose of property free of any restrictions imposed under the Bankruptcy Code;
- iv. to sell, devise or otherwise dispose of any assets without further notice or order of the Bankruptcy Court, except as otherwise provided in the Plan;
- v. to employ, retain, and replace such persons, including actuaries, attorneys, accountants, auctioneers, brokers, managers, consultants, other professionals, agents, investigators, expert witnesses, consultants and advisors as necessary to discharge the duties of

the Liquidating Agent under the Plan and to pay the reasonable fees and costs of such employment without the need to seek approval from the Bankruptcy Court or review by any other party in interest;

- vi. to object to the allowance of Claims or seek equitable subordination of Claims, pursuant to the terms of the Plan, and to settle any such objection to Claims without further Order of the Court or notice to creditors;
- vii. to establish reserves and open, maintain and administer bank accounts as necessary to discharge the duties of the Liquidating Agent under the Plan;
- viii. to investigate, analyze, commence, prosecute, litigate, collect and otherwise administer any Cause of Action in the Bankruptcy Court or other court of competent jurisdiction and settle same without further order of the Court or notice to creditor. The holder of the Debtor's Books and Records (whether the Debtor, Choctaw, Council Tree or any other entity that acquires the Debtors assets pursuant to the Plan) agrees to cooperate in good faith with the Liquidating Agent to allow the Liquidating Agent to review, copy, and investigate said Books and Records in full;
- ix. to voluntarily engage in arbitration or mediation with respect to any Cause of Action;
- x. to represent the Estate before the Bankruptcy Court and other courts of competent jurisdiction with respect to all matters;
- xi. to seek the examination of and production of documents from any entity under and subject to the provisions of Bankruptcy Rule 2004;
 - xii. to pay any fees due and owing under 28 U.S.C. § 1930;
- xiii. to comply with applicable orders of the Bankruptcy Court and any other court of competent jurisdiction over the matters set forth herein;
- xiv. to comply with all applicable laws and regulations concerning the matters set forth herein;
- xv. to invest any available funds in (a) direct obligations of the United States of America or obligations of any agency or instrumentality thereof which are guaranteed by the full faith and credit of the United States of America, (b) in money market deposit accounts, checking accounts, savings accounts or certificates of deposit, or other time deposit accounts that are issued by a commercial bank or savings institution organized under the laws of the United States of America or any state thereof, or (c) or any other investments that may be permissible under section 345 of the Bankruptcy Code or order of the Bankruptcy Court;

- xvi. to exercise such other powers and enforce any and all rights as may be vested in the Liquidating Agent pursuant to the Plan and to ensure compliance with the Plan, the Confirmation Order and/or other Final Orders of the Bankruptcy Court. This right includes the authority to foreclose on any security interest or stock pledge that may be granted in favor of Class 7 and 8 Claimants;
- xvii. to execute any documents, instruments, contracts and agreements necessary and appropriate to carry out the powers and duties of the Liquidating Agent; and
- xviii. to review, upon reasonable notice and request, Choctaw, Holding, or Council Tree's books and records.
- d. Fees and Expenses. The Liquidating Agent shall be reimbursed for all out of pocket fees, costs, and expenses in acting under the Plan. The identity and compensation of the Liquidating Agent shall be agreed upon by the Committee and the Liquidating Agent and disclosed to the Bankruptcy Court on or before ten (10) days prior to the Confirmation Hearing. Compensation of the Liquidating Agent and the costs and expenses of the Liquidating Agent (including, without limitation, professional fees and expenses) shall be paid from any funds available to the Liquidating Agent, including those funds available to pay creditors holding allowed unsecured claims. Without limitation of the foregoing, the Liquidating Agent shall pay, without further order, notice or application to the Bankruptcy Court, the reasonable fees and expenses of the Liquidating Agent and the Liquidating Agent's professionals, as necessary to discharge the Liquidating Agent shall be made in the ordinary course of business and shall not be subject to the prior approval of the Bankruptcy Court, provided, however, any such payment shall remain subject to any challenge as to reasonableness, if any, in accordance with this paragraph and such relief as the Bankruptcy Court may order.
- e. Compromising Disputed Claims, Liens, and Causes of Action. The Liquidating Agent is authorized to: (i) compromise and settle any Causes of Action, Liens, and Disputed Claims (including Personal Injury Claims and Punitive Damage Claims); and (ii) execute necessary documents, including, but not limited to, a stipulation of settlement or release, without notice or further order of the Bankruptcy Court or notice to any party in interest.

9. <u>Disposition of Property by the Liquidating Agent.</u>

a. Vesting of Assets. Unless otherwise dealt with under the Plan or by a prior Final Order, on the Effective Date all property of the Estate (including all Causes of Action) will remain vested in the Estate and shall continue to be subject to the jurisdiction of the Bankruptcy Court following confirmation of the Plan until distributed to Holders of Allowed Claims in accordance with the provisions of the Plan and the Confirmation Order. From and after the Effective Date, all property of the Estate shall be free and clear of all liens, claims and interest of Holders of Claims and Interests, except as otherwise provided in the Plan. All such property of the Estate shall be distributed in accordance with the provisions of the Plan and the Confirmation

Order.

b. **Distributions**. The Liquidating Agent shall distribute the assets it has available to pay to the unsecured creditors in an amount and manner chosen by the Liquidating Agent in the Liquidating Agent's sole discretion, with the Liquidating Agent's claims (including, without limitation, professional fees and expenses) considered as an Allowed Claim in Class 8 herein. The Liquidating Agent shall distribute assets available to creditors as follows: (a) <u>first</u> to pay the reasonable costs and expenses of the Liquidating Agent and his professionals (including professional fees) incurred in administering, maintaining, and preserving any funds available to Creditors (to the extent not otherwise paid pursuant to the Plan); and (b) <u>second</u> to the holders of allowed Claims on the terms and conditions, and in the priority, set forth in the Plan.

E. Treatment of Executory Contracts and Unexpired Leases

UNLESS OTHERWISE PROVIDED IN THE PLAN, CONFIRMATION OF THE PLAN CONSTITUTES (A) AN ASSUMPTION OF THE DEBTOR'S EXECUTORY CONTRACTS AND (B) A FINAL ORDER DETERMINING THAT THE AMOUNT REQUIRED TO CURE ALL DEFAULTS WITH RESPECT TO EXECUTORY CONTRACTS IS \$0.00.

1. Assumption of Executory Contracts

All Executory Contracts, including all current or future contracts to sell FCC Spectrum Licenses, that have not been previously rejected, or are the subject of a pending motion to reject as of the Confirmation Hearing, shall be assumed by the Debtor and assigned to Choctaw as of the Effective Date pursuant to Bankruptcy Code §§ 365 and 1123. Each Executory Contract assumed pursuant to this provision, as well as all other executory contracts, as to which the Court has previously approved the Debtor's request to assume, shall vest in and be fully enforceable by Choctaw in accordance with its terms, except as modified by the provisions of the Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption or applicable federal law. All employment contracts are rejected, and neither Choctaw nor Council Tree will have any obligations with respect to any of the Debtor's employment contracts.

2. Cure of Defaults of Assumed Executory Contracts

Any monetary amounts by which each Executory Contract and unexpired lease to be assumed pursuant to the Plan is in default shall be satisfied, pursuant to § 365(b)(1) of the Bankruptcy Code, by payment of the amount necessary to cure such default in Cash on the Effective Date or on such other terms as the parties to each such Executory Contract may otherwise agree. In the event non-debtor parties to executory contracts do not file and assert their cure costs, the cure costs will be assumed to be zero. In the event of a dispute regarding (a) the amount of any cure payments, (b) the ability of Council Tree, Choctaw, or any assignee to provide "adequate assurance of future performance" (within the meaning of § 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the cure payments required by § 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption.

Known costs asserted and/or filed by non-debtor parties to executory contracts are:

Encana Oil & Gas (USA), Inc. -- \$50,290.65

Enbridge, Inc. -- \$108,738.45

Dixie Electric Membership Corporation -- \$116,021.95

Jackson County Rural Electric Membership Corporation - \$43,273.76

3. Rejection of Certain Contracts and Claims for Rejection Damages

All Executory Contracts not assumed shall be rejected. Proofs of Claim for damages allegedly arising from the rejection pursuant to the Plan or the Confirmation Order of any Executory Contract to which a Claimant is a party must be filed with the Bankruptcy Court and served on the Debtor not later than thirty (30) days after the Effective Date. All Proofs of Claim for such damages not timely Filed and properly served as set forth herein shall be forever barred and discharged and the holder of such a Claim shall not be entitled to participate in any Distribution under the Plan.

4. Objections to Proofs of Claim Based On Rejection Damages

An objection to any Proof of Claim based on the rejection of an Executory Contract pursuant to the Plan will be pursuant to the procedures set forth in this Article III of the Plan.

VIII. CONFIRMATION AND CONSUMATION OF THE PLAN

A. Conditions Precedent to Confirmation

Confirmation of the Plan shall be subject to satisfaction of the following conditions at or prior to the time the Confirmation Order is entered:

- (i) The Bankruptcy Court shall have approved pursuant to a Final Order a Disclosure Statement to accompany the Plan in form and substance reasonably acceptable to the Debtor; and
- (ii) The Confirmation Order shall be entered in form and substance reasonably acceptable to the Debtor.

B. Conditions to Effective Date

The following are conditions precedent to the occurrence of the Effective Date:

(i) The Confirmation Order confirming the Plan, as the Plan may have been modified shall have been entered and become a Final Order in form and substance reasonably satisfactory to the Debtor or, in the event the Confirmation Order is appealed

or a motion to reconsider is filed, the thirtieth (30th) day after the entry of a Final Order denying the motion, dismissing such appeal or affirming the Confirmation Order.

- (ii) All authorizations, consents, certifications, approvals, rulings, no-action letters, opinions or other documents or actions required by any law, regulation or order to be received or to occur in order to implement the Plan on the Effective Date shall have been obtained or shall have occurred unless failure to do so will not have a material adverse effect on Council Tree, Choctaw, or any other purchaser pursuant to the Plan.
- (iii) All other documents and agreements necessary to implement the Plan on the Effective Date shall have been executed and delivered and all other actions required to be taken in connection with the Effective Date shall have occurred, including an agreement acceptable to the Debtor and Choctaw or Council Tree, whichever prevails, regarding the occupancy by Choctaw or Council Tree of the premises utilized by the Debtor during this case.

C. Waiver of Conditions

Each of the conditions set forth in the Plan may be waived in whole or in part by the Debtor, without any other notice to parties in interest or the Bankruptcy Court and without a hearing.

D. Failure to Obtain FCC Approval

1. Representations and Warranties Concerning FCC Approval

Choctaw Investors, SECF, Choctaw, Holding and Council Tree each individually and collectively represent and warrant, to the best of their knowledge, as to themselves but not as to each other (i) that Choctaw, Holding and Council Tree are each eligible to receive the FCC Spectrum Licenses from the Debtor, and (ii) that they have not, do not, and will not, made any agreement, contract, or other convention with the Debtor, Debtor's equity Holders, or any other party concerning the assignment of the FCC Spectrum License to Holding that would negatively affect the assignment of the FCC Spectrum License.

2. FCC Denies Approval

If the FCC does not approve the transfer of any FCC Spectrum License from the Debtor to Holding or Council Tree, such FCC Spectrum License shall remain the property of the Debtor.

The Debtor has held, and will continue to hold, the FCC Spectrum Licenses pending the approval of the Plan, and it will continue to hold the FCC Spectrum Licenses unless and until an assignment of transfer thereof is approved by the FCC, consistent with the provisions of Section VII(D)(3) hereof.

As previously noted, in the event the FCC Spectrum Licenses become property of the

Debtor, it will use every reasonable effort to monetize those assets through sales or other dispositions of them in order to achieve the highest and best prices for the FCC Spectrum Licenses, depending upon market conditions, results of Choctaw's or Council Tree's FCC application process and related factors.

3. Choctaw, Holding or Council Tree Fail to Request FCC Approval

If Choctaw, Holding or Council Tree determine, in their sole and absolute discretion, that obtaining FCC approval of the transfer of any FCC Spectrum License from Maritime is cost prohibitive, Choctaw, Holding or Council Tree shall so inform the Liquidating Agent and such FCC Spectrum License will remain the property of the Debtor. The Secured Lenders and SECF shall retain a security interest in the proceeds of FCC Spectrum Licenses remaining the property of the Debtor to the extent that such claims have not been paid in full pursuant to Article VI, C, herein.

In addition, the Secured Lenders claim that they have liens on the proceeds of the FCC Licenses and all other incidents of ownership not excluded by the applicable law and FCC regulations.

The FCC states that security interests and liens cannot encumber any FCC Licenses, pursuant to applicable federal law, including the Communications Act of 1934, as amended, and the rules, regulations and policies promulgated thereunder. Security interests and liens can include all proceeds of FCC Licenses.

4. No Liability for Failure to Obtain FCC Approval

The party that prevails under the Plan, whether Council Tree or Choctaw, shall not have any liability to the Liquidating Agent, any Creditor, or any other party for the failure of the FCC to approve the transfer of any FCC Spectrum License for any reason, including but not limited to the prevailing party's failure or refusal to request such approval in its sole and absolute discretion. Neither Choctaw Investors nor Council Tree is obligated to make any continuing investment to fund ongoing operations of Council Tree, Choctaw or Holding. Any determination by either Council Tree or Choctaw Investors to make additional investments as they deem necessary and prudent, other than as set forth in their respective Offers, shall not create a course of dealing between the parties or a right of Council Tree, Choctaw, Holding, the Liquidating Agent or any Creditor. Other than as set forth in their respective Offers, any determination by either Council Tree or Choctaw Investors to make additional investments as they deem necessary and prudent is not a commitment to any further investments.

E. Reservation of Right to Object to Claims

The Debtor and the Liquidating Agent retain the right to object to Claims though and including 90 days following FCC approval of any FCC Spectrum License sales. However, no

objections can be filed as to the Class 1 through 8 Claims after Confirmation, except by the Liquidating Agent as to Claims in Class 8.

1. No Distributions Pending Allowance or Estimation of Claims

No payments or distributions shall be made with respect to all or any portion of a Contested Claim unless and until such Claim becomes an Allowed Claim as determined by Final Order.

2. Reserve for Certain Distributions

The Liquidating Agent shall reserve funds adequate to properly treat Contested Claims pending the resolution of any objection to such Claims.

3. <u>Unclaimed Property</u>

Any distribution or payment to a Creditor shall be sent by first class mail to the Creditor's address indicated on the proof of claim filed by that Creditor in the Case or, if no proof of claim has been filed, to that Creditor most recent address indicated on the Debtor's Schedules or known to the Liquidating Agent. If a Creditor holds an Allowed Claim by virtue of a transfer of such Claim pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure, then distributions to the holder of such Claim shall be sent to the address set forth in evidence of the transfer filed with the Bankruptcy Court. If any distribution remains unclaimed for a period of ninety (90) days after it is sent by the Liquidating Agent, then the Creditor to whom such distribution was sent will be deemed to have forfeited the distribution, and such person's Claim shall no longer be deemed to be Allowed, but rather, such Claim shall be deemed disallowed and expunged for all purposes, and such person shall be deemed to have no further Claim with respect and such distribution and shall not participate in any further distributions under the Plan.

4. Precluded Distributions

No distribution shall be made in violation of Bankruptcy Code § 502(d) (to an entity or transferee liable for recoverable property of an avoidable transfer). The Liquidating Agent shall notify each affected Creditor of any contention that Bankruptcy Code § 502(d) prohibits any distribution to such Creditor. If such notice is given, the Claim held by such Creditor will be treated as a Contested Claim.

5. Treatment of Contingent or Unliquidated Claims

Until such time as a contingent Claim becomes fixed and Allowed, such Claim shall be treated as a Contested Claim for purposes related to voting, allowances, and distributions under the Plan. The Bankruptcy Court, upon request by the Debtor, in a summary proceeding for each such contingent Claim or unliquidated Claim, by estimation shall determine the allowability of each such contingent or unliquidated Claim for purposes of voting on the Plan.

F. Litigation

1. Reservation of Claims and Causes of Action

All Litigation, except the Reserved Claims, including claims, causes of action, cross claims or counterclaims held or assertable by the Debtor, including but not limited to: (1) the Causes of Action; or (2) the Avoidance Actions; and (3) any and all claims, causes of action, counterclaims, demands, controversies, against third parties on account of costs, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, liabilities, objections, and executions of any nature, type, or description which the Debtor may have or may come to have, but not limited to, negligence, gross negligence, usury, fraud, deceit, misrepresentation, conspiracy, unconscionability, duress, economic duress, defamation, control, interference with contractual and business relationships, conflicts of interest, misuse of insider information, concealment, disclosure, secrecy, misuse of collateral, wrongful release of collateral, failure to inspect, environmental due diligence, negligent loan processing and administration, wrongful setoff, violations of statutes and regulations of governmental entities, instrumentalities and agencies (both civil and criminal), racketeering activities, securities and antitrust laws violations, tying arrangements, deceptive trade practice, breach or abuse of fiduciary duty, breach of any alleged special relationship, course of conduct or dealing, obligation of fair dealing, obligation of good faith, and obligation of good faith and fair dealing, whether or not in connection with or related to the Plan, at law or in equity, in contract in tort, or otherwise, known or unknown, suspected or unsuspected, are preserved and retained for enforcement by and for the benefit of the Unsecured Creditors. It is the intent of the Debtor that this reservation, transfer and assignment of claims to and for the benefit of the Unsecured Creditors shall be as broad as permitted by applicable law.

2. Avoidance Actions

As of the Effective Date, the Liquidating Agent is appointed as the representative of the Estate pursuant to § 1123(b)(3) of the Code to pursue and shall be the only Person or Entity authorized to pursue actions to recover preferences, fraudulent conveyances, and other avoidance and/or recovery actions under Chapter 5 of the Bankruptcy Code or applicable state law. Unless the Liquidating Agent consents in writing, or it is otherwise ordered by the Bankruptcy Court, no other Person or Entity shall have the right or obligation to pursue any such actions. Any Creditor determined by the Liquidating Agent to have received a transfer that is avoidable pursuant to any provision of Chapter 5 of the Bankruptcy Code or any other applicable law shall be required to remit to the Liquidating Agent the determined amount of the avoided transfer prior to receiving any Distribution under the Plan.

G. Effect of Confirmation, Discharge and Injunction

1. Vesting of Property

Except as otherwise provided in the Plan, and subject to FCC approval of the transfer of

the FCC Spectrum Licenses, Confirmation of the Plan shall vest all of the property of the Debtor, except the Debtor's equity interest in Critical RF and all assets owned by Critical RF, into Choctaw, Holding or Council Tree as of the Effective Date. Holding (if the Choctaw offer is approved) shall hold only the FCC Spectrum Licenses. Choctaw or Council Tree shall hold all other assets of the Debtor transferred.

2. Property Free and Clear

Except as otherwise provided in the Plan, all property dealt with by the Plan shall be free and clear of all claims, Liens, and interests of any party as of the Confirmation of the Plan. The Plan will evidence the release of any and all Liens or encumbrances against all property dealt with by the Plan, unless such Lien or encumbrance is specifically retained in the Plan.

3. Legal Binding Effect: Discharge of Claims and Interests

The provisions of the Plan shall (i) bind all Claimants and Interest holders, whether or not they accept the Plan, and (ii) discharge claims and liabilities that arose before the Petition Date, and from any Claims, claims, debts, and liabilities, including, without limitation, any Claims, claims, debts, and liabilities of a kind specified in Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, that arose, or have been asserted against, the Debtor at any time before the entry of the Confirmation Order or that arise from any pre-Confirmation conduct of the Debtor, whether not the Claims, claims, debts and liabilities are known or knowable by the Claimant. In addition, distributions provided for under the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims against the Debtor or any of its assets or properties, including any Claim accruing after the Petition Date and prior to the Effective Date.

While the Plan calls for the sale of the FCC Spectrum licenses, and other assets to Choctaw/Holding or Council Tree, the Debtor is, in effect, "owner financing" the sale of those assets to Choctaw/Holding or Council Tree because it will not receive an immediate cash payment for those assets in the event the Court sees fit to approve the Plan. As all creditors know, and as this Disclosure Statement and the Plan clearly provide, substantial cash payments from Choctaw/Holding or Council Tree will not occur until after FCC approval, and then only after execution and consummation of the asset purchase agreements that exist, and that will exist, that call for the sale of FCC Spectrum Licenses to Choctaw/Holding or Council Tree (or other purchasers in the event Choctaw/Holding or Council Tree cannot obtain FCC approval). As a result, the Debtor, through the Liquidating Agent, and otherwise, will continue in an active posture by monitoring and assisting in the FCC approval process. Additionally, the Debtor will continue to prosecute objections to claims, post-confirmation, and the Debtor or the Liquidating Agent will pursue litigation, including, but not limited to, all avoidance claims and causes of action that may exist, especially with respect to transfers listed in the Debtor's schedules and books and records involving payments made within the ninety (90) days prior to the filing of the Petition and payments or other transfers in the two (2) years prior to the filing of the Petition herein.

In the event Choctaw/Holding or Council Tree cannot obtain FCC approval, or they abandon that pursuit, then the FCC Spectrum Licenses will be returned to the Debtor, as noted in various prior sections of this Disclosure Statement. In that event, the Debtor will become active and aggressive with respect to seeking a purchaser for the FCC Spectrum License (and "accompanying" assets) that are being returned to the Debtor. Since it is contemplated that FCC approval will not occur overnight, these post-confirmation functions and obligations of the Debtor (and the Liquidating Agent as well), and the contingency that the FCC Spectrum License may be returned to the Debtor cause the Debtor to be engaging in business post-confirmation. The Debtor will also be required, as noted, to monitor the ongoing FCC application process and, to the extent necessary, participate therein. The Debtor will likely remain obligated to participate in the FCC Enforcement Bureau litigation as well, post-confirmation.

The Havens Entities have multiple proceedings before the FCC that pertain to assets of the Debtor, and they have asserted, among other things, antitrust claims that are pending in the district court in New Jersey. The court has lifted the stay with respect to the New Jersey litigation and it is proceeding. The court has set a claim estimation hearing, tentatively, for October 15-16, 2012, to estimate the claims of the Havens Entities in the New Jersey district court litigation for voting purposes. In the event the Court approves the Plan, then, subject to proceedings before the FCC, and in the event the FCC grants and approves application of the Second Thursday doctrine to the Debtor/Holdings or any other corporate entity, the Debtor is of the view that claims pending in the FCC asserted by the Havens Entities will be consumed in that litigation, when combined with approval of the Plan in this Court. Further, while the district court litigation in New Jersey will proceed to establish the amount, if any, of the Havens Entities' monetary claims, those monetary awards, if any, will simply be included in the class of unsecured creditors and paid according to the priority established in the proposed Plan of reorganization.

The Debtor will retain, under the Plan, the assets of Critical RF, which will be counted on to provide further payments to creditors in the event Critical RF becomes profitable or in the event there is a sale or other disposition of its assets at some point in the future, well after the Plan has been confirmed.

The FCC does not concede that a discharge is lawful and may object to confirmation of the Plan on this basis.

SkyTel also does not concede that a discharge is lawful and may object to confirmation of the Plan on this and any other valid basis.

Further, SkyTel disagrees with the Debtor's above-stated view regarding the effect that application of Second Thursday, combined with confirmation of the Plan, would have on SkyTel's claims pending in the FCC. SkyTel's general views on these matters are set forth in an Exhibit hereto which is referenced under "Means for Implementation of the Plan" and the "FCC Application and 'Second Thursday' Issues" portion thereof.

The Debtor disagrees with the view of SkyTel/Havens.

4. Effect on Third Parties

Except as otherwise expressly provided in the Plan, nothing contained in the Plan or in the documents to be executed in connection with the Plan shall affect any Creditors' rights as to any third party.

5. Release and Discharge of Claims and Interests

Except as otherwise provided by the Plan, the consideration distributed under the Plan shall be in complete satisfaction, release and discharge of the Debtor and its assets from all Claims of any Creditor, including Claims arising prior to the Effective Date.

6. Permanent Injunction

Except as otherwise expressly provided in, or permitted under, the Plan, the Confirmation Order shall provide, among other things, that all Creditors and persons who have held, hold, or may hold Claims or Interests that existed prior to the Effective Date, are permanently enjoined on and after the Effective Date against the: (i) commencement or continuation of any judicial, administrative, or other action or proceeding against the on account of Claims against or Interests in the Debtor, or on account of claims released pursuant to the Plan; (ii) enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree, or order against the Debtor, or any assets or property of same; or (iii) creation, perfection or enforcement of any encumbrance of any kind against the Debtor arising from a Claim. This provision does not enjoin the prosecution of any claims that arise on or after the Effective Date nor does it enjoin the determination of the Allowed Amount of any Claims that arose prior to the Effective Date by a court of competent jurisdiction.

Any injunction will in no way impair the FCC's regulatory authority or any administrative proceedings in exercise of that authority. After confirmation of the Plan, the FCC asserts that it may commence and prosecute actions against the Debtor consistent with its statutory authority with the exception of money judgments arising from discharged claims, if a discharge is found to be lawful and appropriate. Generally, the Debtor agrees with the noted language in this paragraph, inserted at the request of the FCC. However, Debtor asserts that it is also entitled to injunctive relief, as to all creditors, to allow it to enforce the provisions of a plan that may be confirmed by the Court, whether or not a discharge is granted, so long as the discharge simply seeks to enforce the provisions of the Plan and protect post-confirmation assets accordingly.

7. Special Provisions for Tax Claims

Tax claims dealt with under the terms of the Plan shall retain their status as tax obligations after confirmation of the Plan. If either Council Tree or Choctaw fails to timely pay a Tax Claim that results in a default on any tax debts provided for under the Plan, the taxing

authority may send either Council Tree or Choctaw notice by Certified Mail describing the event of default and giving either Council Tree or Choctaw twenty (20) business days to cure the default. If either Council Tree or Choctaw fails to cure the default in the 20-day period, the entire balance still owed to the taxing authority shall become due and payable immediately and the taxing authority may collect these unpaid tax liabilities through the administrative collection provisions of applicable law.

8. Releases

Various releases are called for within the Choctaw offer (Exhibit "C") and the Council Tree offer (Exhibit "D"). Those releases are incorporated by reference in this section of the Disclosure Statement.

The releases sought herein are necessary to implement the Plan and to obtain necessary funding from Holding, Choctaw or Council Tree.

9. Exculpation

FROM AND AFTER THE EFFECTIVE DATE, (A) THE DEBTOR; (B) ALL CURRENT OFFICERS AND DIRECTORS, AND ALL OTHER AGENTS, EMPLOYEES, PROFESSIONALS AND REPRESENTATIVES OF THE DEBTOR; (C) THE LIQUIDATING AGENT; (D) ALL AGENTS, EMPLOYEES, PROFESSIONALS AND REPRESENTATIVES OF THE LIQUIDATING AGENT; (E) THE COMMITTEE, ITS MEMBERS AND ITS PROFESSIONALS (COLLECTIVELY, WITH EACH OF THEIR PREDECESSORS AND SUCCESSORS IN INTEREST AND THEIR RESPECTIVE GENERAL AND LIMITED PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROFESSIONALS AND OTHER REPRESENTATIVES, THE "EXCULPATED PARTIES") SHALL NEITHER HAVE NOR INCUR ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY ACT TAKEN OR OMITTED TO BE TAKEN FROM AND AFTER THE PETITION DATE IN CONNECTION WITH OR RELATED TO THE FORMULATION, PREPARATION, DISSEMINATION, IMPLEMENTATION, ADMINISTRATION, CONFIRMATION OR CONSUMMATION OF THE PLAN, ANY SALES OF ANY ASSETS, THE DISCLOSURE STATEMENT OR ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO POST PETITION IN CONNECTION WITH THE PLAN. HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS SECTION SHALL HAVE NO EFFECT ON THE LIABILITY OF ANY PERSON OR ENTITY THAT RESULTS FROM ANY SUCH ACT OR OMISSION THAT IS DETERMINED IN A FINAL ORDER TO HAVE CONSTITUTED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FROM AND AFTER THE CONFIRMATION DATE, ALL PERSONS ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, REMEDY OR LIABILITY RELEASED OR TO BE RELEASED AGAINST AN EXCULPATED PARTY PURSUANT TO THE PLAN.

10. Injunction.

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, THE CONFIRMATION ORDER SHALL PROVIDE, AMONG OTHER THINGS, THAT FROM AND AFTER THE EFFECTIVE DATE ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR INTERESTS IN THE DEBTOR ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE DEBTOR OR ITS ESTATE, OR ANY OF ITS PROPERTY ON ACCOUNT OF ANY SUCH CLAIMS OR INTERESTS: (A) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING; (B) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER; (C) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE; (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO THE DEBTOR; AND (E) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN, PROVIDED HOWEVER, THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE SUCH PERSONS FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THE PLAN OR THE CONFIRMATION ORDER.

IX. VOTING PROCEDURES

ACCEPTANCE OR REJECTION OF THE PLAN WILL BE DETERMINED, PURSUANT TO THE BANKRUPTCY CODE, BASED UPON THE ALLOWED CLAIMS THAT ACTUALLY VOTE ON THE PLAN. THEREFORE, IT IS IMPORTANT THAT CLAIMANTS EXERCISE THEIR RIGHT TO VOTE TO ACCEPT OR REJECT THE PLAN.

A. Classes Entitled to Vote on the Plan

All members of Impaired Classes who hold Allowed Claims are entitled to vote to accept or reject the Plan. Section 1124 of the Bankruptcy Code generally provides that a class of claims or interests is considered to be Impaired under a plan unless the plan does not alter the legal, equitable and contractual rights of the holders of such claims or interests. All Impaired Classes are identified as such in Article III above. Each Impaired Class of Claims is entitled to vote on the Plan.

B. Persons Entitled to Vote on the Plan

Any holder of an Impaired or deemed Impaired Claim which is an Allowed Claim against the Debtor on the Voting Record Date established by the Bankruptcy Court, is entitled to vote to accept or reject the Plan, unless such Class has been deemed to reject the Plan.

For purposes of the Plan, an Allowed Claim is a Claim against the Debtor that (a) has been scheduled by the Debtor pursuant to the Code as undisputed, noncontingent, and liquidated

and as to which no objection has been filed within the time allowed for the filing of objections, (b) as to which a timely proof of claim or application for payment has been filed as to which no objection has been filed within the time allowed for filing of objections, (c) has been Allowed by Final Order, or (d) has been Allowed under the Plan. Although holders of Disputed Claims will receive ballots, those votes will not be counted unless such Claims become Allowed Claims as provided under the Plan or are temporarily allowed for voting purposes by the Bankruptcy Court.

C. Vote Required for Class Acceptance

During the Confirmation Hearing, the Bankruptcy Court will determine whether the Classes voting on the Plan have accepted the Plan by determining whether sufficient acceptances have been received from the holders of Allowed Claims actually voting in such Classes. A Class of Claims will be determined to have accepted the Plan if the holders of Allowed Claims in the Class casting votes in favor of the Plan (a) hold at least two-thirds of the total amount of the Allowed Claims of the holders in such Class who actually vote and (b) constitute more than one-half in number of holders of the Allowed Claims in such class who actually vote on the Plan.

As a condition to Confirmation, the Bankruptcy Code requires that each Impaired Class of Claims or Interests accepts the Plan, subject to the exception of § 1129(b) described herein, so that at least one impaired Class of Claims must accept the Plan.

As previously noted, the creditors will have an opportunity not only to accept or reject the Plan, generally, they will also be entitled to express a preference for the Choctaw plan or the Council Tree plan on the Ballot.

D. Voting Instructions

1. Ballots and Voting

Holders of Allowed Claims entitled to vote on the Plan have been sent a Ballot together with instructions for voting with this Disclosure Statement. Claimants should read the Ballot carefully and follow the instructions contained therein. In voting for or against the Plan, please use only the Ballot(s) that accompanies this Disclosure Statement.

If you have Claims in more than one Class, you will receive multiple Ballots. IF YOU RECEIVE MORE THAN ONE BALLOT, YOU SHOULD ASSUME THAT EACH BALLOT IS FOR A SEPARATE CLAIM AND SHOULD COMPLETE AND RETURN EACH BALLOT.

IF YOU ARE A MEMBER OF A CLASS ENTITLED TO VOTE ON THE PLAN AND DID NOT RECEIVE A BALLOT FOR SUCH CLASS, OR IF YOUR BALLOT IS DAMAGED OR LOST, OR IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU SHOULD CONTACT THE DEBTOR:

Beverly Pritchard Law Offices of Craig M. Geno, PLLC Post Office Box 3380 Ridgeland, MS 39158-3380

2. Returning Ballots and Voting Deadlines

You should complete and sign each Ballot that you receive and return it to the Debtor's counsel by the Voting Deadline (as herein defined). All Ballots will be tabulated and the tabulation of voting presented to the Bankruptcy Court at the Confirmation Hearing.

THE VOTING DEADLINE WILL BE SET BY THE COURT AND THE FINAL DISCLOSURE STATEMENT WILL REFLECT THAT DEADLINE. IN ORDER TO BE COUNTED, BALLOTS MUST BE ACTUALLY RECEIVED BY THE COURT ON OR BEFORE 5:00 P.M., CENTRAL TIME, ON THE VOTING DEADLINE AT THE ADDRESS SET FORTH IN THE BALLOT INSTRUCTIONS THAT ACCOMPANY THE ENCLOSED BALLOT. EXCEPT TO THE EXTENT ALLOWED BY THE BANKRUPTCY COURT, BALLOTS RECEIVED AFTER THE VOTING DEADLINE MAY NOT BE ACCEPTED OR USED IN CONNECTION WITH THE PROPONENT'S REQUEST FOR CONFIRMATION OF THE PLAN OR ANY MODIFICATION THEREOF.

3. Changing Votes

Bankruptcy Rule 3018(a) permits a Claimant, for cause, to move the Bankruptcy Court to permit such claimant to change or withdraw its acceptance or rejection of a plan of reorganization.

E. Contested and Unliquidated Claims

Contested Claims are not entitled to vote to accept or reject the Plan. If you are the holder of a Contested Claim, you may ask the Bankruptcy Court pursuant to Bankruptcy Rule 3018 to have your Claim temporarily allowed for the purpose of voting. Note that the Debtor and the Liquidating Agent retain the right to object to claims though and including 90 days following the Effective Date.

F. Possible Reclassification of Creditors

A proponent of a plan is required pursuant to Section 1122 of the Bankruptcy Code to place Claims into Classes that contain substantially similar Claims. While the Debtor believes that it has classified all Claims in compliance with Section 1122, it is possible that a Claimant may challenge the classification of its claim or interest. If the Debtor is required to reclassify any Claims of any Claimants under the Plan, the Debtor, to the extent permitted by the Bankruptcy Court, intends to continue to use the acceptances received from such Claimants pursuant to the solicitation of acceptances using this Disclosure Statement for the purposes of obtaining the approval of the Class or Classes of which such Claimants are ultimately deemed to

be a member.

X. MISCELLANEOUS PROVISIONS

A. Request for Relief Under § 1129(b)

The Debtor anticipates that it will request the Bankruptcy Court to confirm the Plan in accordance with the provision of Section 1129(b) of the Bankruptcy Code.

The Bankruptcy Court may confirm a plan, even if it is not accepted by all impaired Classes, if the plan has been accepted by at least one impaired Class of Claims and the plan meets the "cram down" provisions set forth in § 1129(b) of the Code. The "cram down" provisions require that the Bankruptcy Court find that a plan "does not discriminate unfairly" and is "fair and equitable" with respect to each non-accepting impaired class.

The Bankruptcy Court may find that the Plan is "fair and equitable" with respect to a Class of nonaccepting Impaired Unsecured Claims only if (a) each Impaired Unsecured Creditor receives or retains under the Plan property of a value as of the Effective Date of such Plan equal to the amount of its Allowed Claim, or (b) the holder of any Claim that is junior to the Claims of the dissenting Class will not receive or retain any property under the Plan.

The Bankruptcy Court may find that the Plan is "fair and equitable" with respect to a Class of nonaccepting Secured Claims only if, under the Plan, (a) the holder of each Secured Claim in such Class retains such holder's lien and receives deferred cash payments totaling at least the Allowed amount of such Secured Claim and having a value, as of the Effective Date of the Plan, equal to or in excess of the value of such holder's interest in the estate's interest in the collateral or the Secured Claim, (b) the collateral for such Secured Claim is sold, the lien securing such Claims attached to the proceeds, and such liens on proceeds are afforded the treatment described under clause (a) or (c) of this paragraph, or (c) the holders of such Secured Claims realize the "indubitable equivalent" of their claims.

If all of the provisions of Section 1129 are met, the Bankruptcy Court may enter an Order confirming the Plan.

B. The Plan is Confirmable Under § 1129(b) of the Bankruptcy Code

The Plan also meets the "best interest of creditors" test and is "feasible." In addition, if any Class of Claims rejects the Plan, the Plan can nevertheless be confirmed because it meets the "cram down" standard with respect to such Class.

1. The Plan Meets the "Best Interest of Creditors" Test

The "best interest of creditors" test requires that the Bankruptcy Court find that the Plan provides to each non-accepting holder of a Claim treated under the Plan a recovery which has a

present value at least equal to the present value of the distribution that such person would receive from the Debtor if the Debtor liquidated under Chapter 7 of the Code.

2. The Plan is Feasible

The Code requires that, as a condition to Confirmation of a plan, the Bankruptcy Court find that Confirmation is not likely to be followed by liquidation or a need for further financial reorganization except as proposed in the Plan. Once the Plan is in effect, the purchaser will be able to effectively manage the business and focus on maintaining or increasing the revenue produced by the sales of the FCC Spectrum Licenses.

3. The Plan Meets the Cram Down Standard with Respect to Any Impaired Class of Claims Rejecting the Plan

In the event any Impaired Class of Claimants rejects the Plan, the Plan can nevertheless be confirmed. The Plan satisfies the provisions for cram down under Section 1129(b) of the Code. The holders of Priority Claims are not impaired. The Unsecured Creditors are either receiving on account of their Claims property of a value equal to the allowed amount of their Claims, or the holders of Claims that are junior to the Claims of such Class will not receive or retain under the Plan on account of such junior Claim any interest any property.

XI. RECOMMENDATION OF THE DEBTOR

The Debtor believes that the Plan is in the best interests of the Debtor's Creditors. Accordingly, the Debtor recommends that all Creditors and holders of Interests vote for acceptance of the Plan, and the Debtor hereby solicits acceptance of the Plan.

THIS, the 25th day of September, 2012.

Respectfully submitted,

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

By Its Attorneys,

LAW OFFICES OF CRAIG M. GENO, PLLC

y: Con

OF COUNSEL:

Craig M. Geno, Esq., MB #4793 Jarret P. Nichols, Esq., MB #99426 Law Offices of Craig M. Geno, PLLC Post Office Box 3380 Ridgeland, MS 39158-3380 Phone: 601-427-0048

Phone: 601-427-0048 Fax: 601-427-0050

CERTIFICATE OF SERVICE

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via electronic filing transmission and/or U.S. Mail, postage prepaid, a true and correct copy of the above and foregoing to the following:

Sammye S. Tharp
Office of the United States Trustee
Sammye.S.Tharp@usdoj.gov

THIS, the 25th day of September, 2012.

Craig M. Geno

Case 11-13463-DWH Doc 668-1 Filed 09/25/12 Entered 09/25/12 13:39:07 Desc Exhibit A - Pt 1 Page 1 of 32

Case 11-13463-DWH Doc 47 Filed 09/07/11 Entered 09/07/11 17:06:35 Desc Main Document Page 1 of 23

B6 Summary (Official Form 6 - Summary) (12/07)

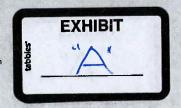
United States Bankruptcy Court Northern District of Mississippl

In re	Maritime Communications/Land Mobile, LLC	Case No. 11-13463-DWH
	Debtor	
		Chapter11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	12,500.00		
B - Personal Property	Yes	30	47,637,173.05	B (
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	3		18,790,111.05	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	10		264,642.09	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	21		12,197,999.36	
G - Executory Contracts and Unexpired Leases	Yes	15			
H - Codebtors	Yes	2			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schede	ules	82			
		Total Assets	47,649,673.05		3 43
			Total Liabilities	31,252,752.50	



Case 11-13463-DWH Doc 668-1 Filed 09/25/12 Entered 09/25/12 13:39:07 Desc Exhibit A - Pt 1 Page 2 of 32

Case 11-13463-DWH Doc 47 Filed 09/07/11 Entered 09/07/11 17:06:35 Desc Main Document Page 2 of 23

Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court

Maritime Communications/Land Mobile, LLC		Case No. 11-13	3463-DWH
Hulling Communication	Debtor	Chapter	11
		·	
STATISTICAL SUMMARY OF CERTAIN I	JABILITIES ANI	RELATED DA	TA (28 U.S.
you are an individual debtor whose debts are primarily consume base under chapter 7, 11 or 13, you must report all information re	debts, as defined in § 10	1(8) of the Bankruptcy	Code (11 U.S.C.
Check this box if you are an individual debtor whose debts report any information here.		ner debts. You are not re	equired to
is information is for statistical purposes only under 28 U.S.C immarize the following types of liabilities, as reported in the	C. § 159. Schedules, and total ther	n.	
Type of Liability	Amount		
Domestic Support Obligations (from Schedule E)			
Faxes and Certain Other Debts Owed to Governmental Units from Schedule E)			
Jaims for Death or Personal Injury While Debtor Was Intoxicated from Schedule E) (whether disputed or undisputed)			
Student Loan Obligations (from Schedule F)			
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E			
Obligations to Pension or Profit-Sharing, and Other Similar Obligations from Schedule F)			
TOTAL			•
State the following:			
Average Income (from Schedule I, Line 16)			
Average Expenses (from Schedule J, Line 18)			
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)			
State the following:			
Total from Schedule D, "UNSECURED PORTION, IF ANY" column			
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	Steam to 1997 2. 69.	THE STATE OF THE S	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column			
4. Total from Schedule F			
c m 11 c an ariarity unconvent debt (sum of 1 3 and 4)			

Doc 668-1 Filed 09/25/12 Entered 09/25/12 13:39:07 Case 11-13463-DWH Exhibit A - Pt 1 Page 3 of 32

Case 11-13463-DWH Doc 47 Filed 09/07/11 Entered 09/07/11 17:06:35 Desc Main Page 3 of 23 Document

B6A (Official Form 6A) (12/07)

In re	Maritime Communications/Land Mobile, LLC
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Case No. 11-13463-DWH

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
5.46 ac. located at 15050 Shivler Road, Larshaville, Beaver Co., PA; site of tower	Fee simple	*	5,000.00	0.00
5.1390 ac. located at Road 19, New Matamoros, Monroe Co., OH; site of tower	Fee simple	~	7,500.00	0.00

(Total of this page) 12,500.00 Sub-Total > 12,500.00 Total >

continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

Doc 668-1 Filed 09/25/12 Entered 09/25/12 13:39:07 Exhibit A - Pt 1 Page 4 of 32 Case 11-13463-DWH

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B6B (Official Form 6B) (12/07)

In re Maritime Communications/Land Mobile, LLC Del	Case No. <u>11-13463-DWH</u> otor
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SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

Unexpired Leases.

held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

	Type of Property	N O N E	Description and Location of Property	Husband, Wife,	Current V Debtor's Interes without Ded Secured Claim	st in Property
1.	Cash on hand	X				
2.	Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	Trust	ing Account No. 0733 at Stock Yards Bank &	• <u>-</u>		1,331.43
3.	Security deposits with public utilities, telephone companies, landlords, and others.	Depos IN Offi	its with Landlords - VA Office (\$875.00) and ce (\$1,687.50)	*		2,562.50
4,	Household goods and furnishings, including audio, video, and computer equipment.	Х			*	
5.	Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	x				
5.	Wearing apparel.	x				
7.	Furs and jewelry.	x			•	
8.	Firearms and sports, photographic, and other hobby equipment.	X				
9.	Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X				
10.	Annuities. Itemize and name each issuer.	x				
			(То	Sub-T		3,893.93

3	continuation	sheets	attached	to	the	Schedule	of	Personal	1	roper!	ţ
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B6B (Official Form 6B) (12/07) - Cont.

In re	Maritime Communications/Land Mobile, LLC	Case No. <u>11-13463-DWH</u>
	Debtor	•

SCHEDIILE B . PERSONAL PROPERTY

•	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11.	Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	х			
12.	Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	Maritim Profit-S	ne Communications/Land Mobile, LLC 401(k) Sharing Plan & Trust	•	0.0 0
13.	Stock and interests in incorporated and unincorporated businesses. Itemize.	90% In	terest in Critical RF, Inc., purchased in 2006	•	50,000.00
14.	Interests in partnerships or joint ventures. Itemize.	X			,
15.	Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16.	Accounts receivable.	Accou	nts Receivable	-	1,028,879.12
		JUDGN	STATED VALUE CONSISTS PRIMARILY OF MENT AGAINST CENTRAL UNICATIONS NETWORK OF \$978,020.41		
17.	Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18.	Other liquidated debts owed to debtor including tax refunds. Give particulars.	x			
19.	Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	x			
20.	Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X	*		
	,			Sub-To	otal > 1,078,879,12

Sheet 1 of 3 continuation sheets attached to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In re Maritime Communications/Land Mobile, LLC

Case No. 11-13463-DWH

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

			(Continuation phoof)		
-	Type of Property	N 0 N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21.	Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	x			
22.	Patents, copyrights, and other intellectual property. Give particulars.	х			
23.	Licenses, franchises, and other general intangibles. Give particulars.	N	ee Attachment 1 OTE: VALUE SHOWN IS PER JUNE, 2008, PPRAISAL	•	45,200,000.00
24.	Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25.	Automobiles, trucks, trailers, and other vehicles and accessories.	Х			
26	Boats, motors, and accessories.	x			
27	Aircraft and accessories.	X			
28	Office equipment, furnishings, and supplies.	1 C	1 Computers; 3 Printers, 8 Desks, 5 Credenzas, 2 conference Tables, 8 File Cabinets, 5 Bookcases	-	4,400.00
29	Machinery, fixtures, equipment, and supplies used in business.	S	see Attachment 2	•	1,350,000.00
30	. Inventory.	X			
31	. Animals.	X			
32	. Crops - growing or harvested. Give particulars.	X			
33	Farming equipment and implements.	X			
34	. Farm supplies, chemicals, and feed.	Х			

Sheet $\underline{2}$ of $\underline{3}$ continuation sheets attached to the Schedule of Personal Property

Best Case Bankruptcy

46,554,400.00

Sub-Total >

(Total of this page)

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B6B (Official Form 6B) (12/07) - Cont.

Maritime Communications/Land Mobile, LLC In re

Case No. 11-13463-DWH

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption Husband, Wife, Joint, or Community NONE Description and Location of Property Type of Property

 Other personal property of any kind not already listed. Itemize. Х

> Sub-Total > (Total of this page)
> Total >

0.00

47,637,173.05

(Report also on Summary of Schedules)

Best Case Bankruptcy

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Maritime Communications/Land Mobile, LLC
Chapter 11; Case No. 11-13463-DWH
Attachment 1 to Schedule B
23. Licenses, Franchises & Other General Intangibles

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Call Sign	ğ	Site Name/Address	CPA CPA	County	State
	m	LIVINGSTON PEAK	CAMAS	CLARK	WA
	4	RAINIER HILL 2 MI SE OF TIMONEY RD	RAINIER	THURSTON	WA
	9	7505 SKYLINE RD SOUTH	SALEM	MARION	OR
	∞	MT ADELAIDE	BAKERSFIELD	KERN	క
	12	MOUNT BALDY 4.8 KM NE	PHOENIX	JACKSON	OR.
	13	END OF SW COUNCIL RD	PORTLAND	MULTNOMAH	OR.
	14	SANTIAGO PEAK	CORONA	ORANGE	క
	2	MOUNT CONSTITUTION	ORCAS ISLAND	SAN JUAN	WA
	22	BUCK MOUNTAIN	EUGENE	LANE	OR.
	26	MOUNT TORO	SALINAS	MONTEREY	ర
KAF229	77	MOUNT TAMALPAIS	SAN RAFAEL	MARIN	ర
2010	i K	MOUNT DIABLO	WALNUT CREEK	CONTRA COSTA	ర
	2 8	GOLD MOUNTAIN	BREMERTON	JEFFERSON	WA
	3 6	10MA PRIETA	LOS GATOS	SANTA CLARA	ঠ
	34	CAPITAL PEAK	OLYMPIA	THURSTON	WA
	5 6	MT DSO	MODESTO	STANISLAUS	ర
	3 8	IOAOIIN RIDGE	COALINGA	FRESNO	క
	3 8	MISTEPHENSON	PINE VALLEY	SAN DIEGO	ধ
	\$ 4	HAIISER MOUNTAIN	PALMDALE	LOS ANGELES	ర
	36	GOAT MOUNTAIN	WOODBURN	MARION	g
	2 00	TIGER MOUNTAIN	SEATTLE	KING	WA
	ř -	5.7 MI SF 1-75 & US 31	CHARLEVOIX	CHARLEVOIX	Σ
KCE278	1 1	567 W M68 HWY	ROGERS CITY	PRESQUE ISLE	Ξ
	3 -	13455 AI GER RD	MUSKEGON	MUSKEGON	Σ
	4 (4265 N COLINTY BD 525 W	MICHIGAN CITY	LA PORTE	Z
10000	4 6	2700 SHFRIDAN RD	KENOSHA	KENOSHA	ĭ _N
1000	, <	WMTV TV TRANSMITTER SITE	MILWAUKEE	MILWAUKEE	ΙŅ
	·	INTERSECTION OF GILMER AND MIDLOTHIAN RDS	LAKE ZURICH	LAKE	=

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Σ ≱ ጟ ⋍ ≍ ጟ F 5 ≤ ¥ R PA Ą٤ ₹ È ≤ 딦 SAN PATRICIO PLAQUEMINES MATAGORDA ASSUMPTION SALVESTON VERMILLON EFFERSON ONONDAGA CUYAHOGA HARRISON MONROE WALTON MOBILE OTTAWA WAYNE ERE INTRACOASTAL CITY SANTA ROSA BEACH ARANSAS PASS PORT ARTHUR DICKINSON CLEVELAND THEODORE ROCHESTER BAY CITY SYRACUSE BUFFALO RIVIERA AMELIA DELISLE TOLEDO DETROIT VENICE ERIE STATION 12 RIVIERA TELEPHONE COMMUNICATIONS SITE KJOI FM TRANSMITTER SITE BETWEEN RANSOM & WHITEHAVEN AVE 0.75 MI NW OF E RIVER RD ON US 19 SE OF INTERSECTION US 19 & 90 STATION 2 CHAT HOLLEY RD 1.5 MI WSW STATION 4 HIDDEN VALLEY RD 5 MI NNE PINNACLE HWY OFF HIGHLAND AVE STATION 3 LANCASTER RD 3 MI S STATION 11 RABBIT RUN RD STATION 9 WESTCREST DR STATION 56 NEAR HWY 23 STATION 7 PARISH RD 7-1 STATION 10 FM RD 2611 STATION 6 HWY 662 NE 4800 BREUNING DR STATION 8 HWY 73 1701 STADIUM RD WHG708 WHG710 WHG711 WHG702 WHG705 WHG706 WHG709 WHG703 WHG707 WHG701 WHG693 **KUF732**

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<u>∑</u> MS ⊴ Μ MS MS Z 닖 5 닖 <u>__</u> ≾ WASHINGTON ROCK ISLAND DUBUQUE JACKSON BERVILLE HANCOCK MASSAC MONROE WARREN DESOTO NOIND OBION RALLS JEFFERSON HEIGHTS LAKE CORMORANT MADONNAVILLE SAVERTON REYNOLDS ALTO PASS SHERRILL REDWOOD SAMBURG GRAFTON MIDWAY WAYSIDE CARVILLE ADRIAN STATION 13 WITHIN CITY LIMITS STATION 25 1.4 MI SW STATION 22 3.4 MI SW STATION 27 1.72 MI E STATION 17 1.33 MI SE STATION 23 3 MI NNE **STATION 14 3.32 MI W** STATION 18 9.1 MI NE STATION 26.9 MI NE STATION 16 2.75 MI N STATION 20.28 MI N STATION 21 1.5 MI N STATION 19 2 MI SW STATION 24.5 MIE STATION 15 8 MI NE

WHG718

WHG719

WHG717

WHG716

WHG714

WHG713

WHG712

WHG715

WHG725 WHG726

WHG722

WHG723

WHG724

WHG721

WHG720

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H 동 ₹ ⋩ 공 ₹ 닖 긆 ⋩ ⊒ 쁘 ⋩ z ⋩ BRECKINRIDGE CRITTENDEN HENDERSON LAWRENCE MORGAN LA SALLE GREENUP TRIMBLE KENTON ADAMS PEORIA FLOYD WILL INDEPENDENCE HEBBARDSVILLE MOOLEYVILLE GREASY RIDGE FORDS FERRY HANNA CITY MEREDOSIA OCKPORT ELIZABETH BASHAN BEDFORD **FAIRVIEW** TONICA LETITIA STATION 31 KENTUCKY HWY 1303 SHAW RD 1.25 MI SW STATION 38 GOUGER RD 0.1 MI S OF 151ST ST STATION 28 KY 416 AT JCT WITH KY 1078 STATION 30 COLBERT LN 1.25 MI NW STATION 35 COUNTY RD 2150 W STATION 29 IN SR 11 ROUTE 1 STATION 36 BEHRENDS RD STATION 37 N 17TH RD STATION 33 3.8 MI SW STATION 39 1.2 MIS STATION 41.2 MI NE STATION 40.8 MI W **STATION 32 2.7 MI S** STATION 34.9 MI SE ₩. --+4 ---i WHG738 WHG739 WHG740 WHG736 WHG729 WHG735 WHG737 WHG733 WHG734 WHG732 WHG731 WHG728 WHG730 WHG727

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				_	
WHG741	(-1	STATION 42 .57 MI N	BROWNSVILLE	MONROE	공
WHG742	1	STATION 3 1.8 MI SSE	LANSING	ALLAMAKEE	ব
WHG743	7-4	STATION 44 .68 MI NE	WITOKA	WINONA	ΜM
WHG744	(-1	STATION 45 3.22 MI NNE	DIAMOND BLUFF	PIERCE	× ×
WHG745	F-1	STATION 46.5 MI S	LAUREL HILL	WEST FELICIANA	ব
WHG746	++	STATION 47 3.3 MI N	PINE RIDGE	ADAMS	MS
WHG747	н	STATION 48 .3 MI NE	RENA LARA	соанома	MS
WHG748	-	STATION 49 1.5 MI NE	FULTON	LAUDERDALE	Z.
WHG749	H	STATION 50 3.22 MI W	SHADYSIDE	BELMONT	픙
WHG750	H	STATION 51 3.22 MI E	HOOKSTOWN	BEAVER	PA
WHG751	H	STATION 52 HWY 191A .7 MI N	AVALON BEACH	SANTA ROSA	료
WHG752	+-1	STATION 53 RR 2 BESSIE RD	LAKE CHARLES	CALCASIEU	⊴
WHG753		54 HWY 316	PORT LAVACA	CALHOUN	\
WHG754	r-l	STATION 55 ROUTE 1	RAYMONDSVILLE	WILLACY	¥
	-	SATIBATOWN MOLINTAIN RD	STOKES COUNTY	STOKES	S S
WHV733	-	SAUNALOWIN INCOMING			

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Š ≸ Κ¥ ₽ ပ္တ 2 DE S PA ž 2 PA ž ž 교 2 2 צו≲ S 급 Z WESTCHESTER WESTCHESTER CUMBERLAND PHILADELPHIA MIAMI-DADE CHARLESTON MONMOUTH **NEW CASTLE** PALM BEACH BRUNSWICK RICHMOND GREENVILLE MANASSAS CHATHAM NEWBERRY SUFFOLK TRIMBLE ORANGE GASTON HORRY LEHIGH DUVAL CLARK ESSEX LITTLE MOUNTAIN MANGONIA PARK **IEFFERSONVILLE** CEASARS HEAD PHILADELPHIA WINTERTHUR CHARLESTON ALLENTOWN PERRINVILLE BALTIMORE SPAULDING RICHMOND SAVANNAH MANASSAS RAYMOND VALHALLA VALHALLA NAVASSA CONWAY ORLANDO SUFFOLK GASTONIA VERONA SELDEN MILTON MIAMI ADIRONDAK DR 6 MI N OF GRANNY & MIDVALE RDS RT 100C WESTCHESTER COMMUNITY COLLEGE RT 100C WESTCHESTER COMMUNITY COLLEGE CLARIDGE HOUSE ON CLARIDGE RD ON JAY RD 1 MI S OF CISCO RD INTERSECTION RTS 625 & 337 CROWDERS NTN 5.5 MI SW .7 MI SE JCT SC 202 & US76 BROWN HILL 1.9 MI NNW 1/2 MI E DELAWARE 52 MOFFET CEMETERY RD **BULL RUN MOUNTAIN** 835 E PERRY LANE 1404 MYRTLE AVE SWEETMAN LANE 388 HOOPER AVE 1700 E MARKET ST 61 BRASSWELL ST SAVERCOOL AVE MYRTLE BEACH ANTENNA FARM CITRUS CENTER 3245 BASIE RD 1785 HILL AVE ON US 276 NEAR 8 9 28 路 Ŋ WHW848 WRD580 **WRV374** WHV843

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	33	ONE WORLD TRADE CENTER	NEW YORK	NEW YORK	N
	34	NEAR	FAJARDO	FAJARDO	PR
	3,5	RQ PINE ST	REHOBETH	BRISTOL	MA
	3 4	HWV 70 F	NEW BERN	CARTERET	NC
	3 8	5500 ISI MERTON RD	CLEARWATER	PINELLAS	된
	3 8	FND OF TALMADGE RD	HAMDEN	NEW HAVEN	ָל
VAGRIGE	2 -	(handheids w/in areas of Mississippi River & tributaries)			
NAJOZOV.	. -	453 PARK PL	JEFFERSONVILLE	CLARK	2
WFN	, ,	E SIDE OF SR 11 APPROXIMATELY 4,3 MI S OF JCT US 460	LANESVILLE	FLOYD	Z
	۷	& SR 11		Citos	í
WHV740	2	2400 BARTON CHAPEL RD	AUGUSTA	RICHMOND	1
WHX877		1799 E Market Street	JEFFERSONVILLE	CLARK	z
XIVOCE215		Mid Atlantic Region	n/a	n/a	n/a
WCGE512		Minimi Diver Benin	n/a	n/a	n/a
WQGF316		Wilssissippi ravel avegatat	-1-	2/4	e/u
WQGF317		Great Lakes Region	IV a	26	1 7 2
WOGF318		Southern Pacific Region	n/a	11/4	?

Valuation of Licenses: Appraisal of All Licenses as of June 2008: \$45,200,000.00.

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Maritime Communications/Land Mobile, LLC
Chapter 11; Case No. 11-13463-DWH
Attachment 2 to Schedule B
29. Machinery, fixtures, equipment, and supplies used in business

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	Site Name	State	County	Class
Description	Adrian	IL		CE
CROSS MATRIX SWITCH-ADRIAN-CAP	Adrian	IL	Hancock	CE
MICRO VAX -ADRIAN SITE- CAP.IN	Adrian	ΙL	Hancock	CE
COMPUTER/SMACU - ADRIAN SITE	Adrian	IL	Hancock	CE
ANTENNA - ADRIAN SITE	Adrian	ΙL	Hancock	CE
CROSS MATRIX SWITCH-ADRIAN SIT	Adrian	ΙL		ÇE
MICRO VAX - ADRIAN SITE	Adrian	IL	***************************************	CE
RADIO EQUIPMENT - ADRIAN SITE	Adrian	IL		BU
SHELTER -ADRIAN SITE- CAP.INT.	Adrian	IL	22000	BU
FUEL TANK - ADRIAN SITE	Adrian	IL	A 2 mart 4 w 4444	BU
FENCE - ADRIAN SITE	Adrian	IL	Hancock	BU
SHELTER - ADRIAN SITE	Adrian	ĭL	Hancock	BU
FOUNDATIONS - ADRIAN SITE	Adrian	IL	Hancock	CE
TOWER - ADRIAN SITE	Adrian	IL	Hancock	LI
ROAD - ADRIAN SITE		OH	Lawrence	CE
CROSS MATRIX SWITCH-ARABIA-CAP	Arabia	OH	Lawrence	CE
MICRO VAX -ARABIA SITE- CAP. I	Arabia	OH	Lawrence	CE
RADIO EQUIPMENT-ARABIA SITE-CA	Arabia	OH	Lawrence	CE
COMPUTER/SMACU -ARABIA SITE	Arabia	OH	Lawrence	CE
(1) CHANNEL-ARABIA	Arabia	OH	Lawrence	CE
ANTENNA - ARABIA SITE	Arabia		Lawrence	CE
CROSS MATRIX SWITCH -ARABIA SI	Arabia	OH	Lawrence	CE
MICRO VAX -ARABIA SITE	Arabia	OH	Lawrence	CE
RADIO EQUIPMENT - ARABIA SITE	Arabia	HO		BU
SHELTER - ARABIA SITE-CAP, INT	Arabia	HO	Lawrence	BU
FUEL TANK -ARABIA SITE	Arabia	OH	Lawrence	BU
FENCE - ARABIA	Arabia	OH	Lawrence	BU
SITE PREPARATION - ARABIA SITE	Arabia	OH	Lawrence	BU.
SHELTER - ARABIA SITE	Arabia	OH	Lawrence	
FOUNDATIONS - ARABIA SITE	Arabia	OH	Lawrence	BU
TOWER -ARABIA SITE	Arabia	OH	Lawrence	CE
MICRO VAX - BALD KNOB SITE CAP	Bald Knob	IL	Union	CE
(1) CHANNEL-BALD KNOB	Bald Knob	IL	Union	CE
MICRO VAX - BALD KNOB SITE	Bald Knob	IL	Union	CE
ANTENNA - BALD KNOB SITE	Bald Knob	IL	Union	CB
RADIO EQUIPMENT - BALD KNOB SI	Bald Knob	IL	Union	CE
FUEL TANK - BALD KNOB SITE	Bald Knob	IL	Union	BU
FOUNDATIONS - BALD KNOB SITE	Bald Knob	IL	Union	BU
FENCE - BALD KNOB SITE	Bald Knob	IL	Union	BU
SITE PREPARATION - BALD KNOB S	Bald Knob	IL	Union	BU
SHELTER - BALD KNOB SITE	Bald Knob	ΙL	Union	BU
TOWER - BALD KNOB SITE	Bald Knob	IL,	Union	CE
Labor & Freight for Build-Out	Baltimore	MD		
Exciter	Baltimore	ME	Baltimore	
Power Amplifier	Baltimore	ME) Baltimore	
Receiver	Baltimore	ME		
TNT	Baltimore	MI) Baltimore	
Power Supply	Baltimore	MI		
Build-Out Mini Cabinet	Baltimore	MI) Baltimore	
216-225 5.25dB Fiberglass Antenna	Baltimore	MI) Baltimor	
AMTS Turnkey System Installation	Baltimore	MI) Baltimor	
CROSS MATRIX SWITCH-BASHAN-CAP	Bashan	OF	I Meigs	CE

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MICRO VAX -BASHAN SITE- CAP. I	Bashan	ОН	Meigs	CE
RADIO EQUIPMENT-BASHAN SITE-CA	Bashan	OH	Meigs	CE ·
COMPUTER/SMACU -BASHAN SITE	Bashan	OH	Meigs	CE
	Bashan	OH	Meigs	CE
ANTENNA - BASHAN SITE CROSS MATRIX SWITCH -BASHAN SI	Bashan	OH	Meigs	CE
	Bashan	ОН	Meigs	CE
MICRO VAX -BASHAN SITE	Bashan	ОН	Meigs	CB
RADIO EQUIPMENT - BASHAN SITE	Bashan	ОН	Meigs	вu
SHELTER - BASHAN SITE-CAP. INT	Bashan	OH	Meigs	вU
FUEL TANK -BASHAN SITE	Bashan	OH	Meigs	BU
FENCE - BASHAN SITE PREPARATION - BASHAN SITE	Bashan	OH	Meigs	BU
SHELTER - BASHAN SITE	Bashan	OH	Meigs	BU
FOUNDATIONS - BASHAN SITE	Bashan	OH	Meigs	BU
TOWER -BASHAN SITE	Bashan	OH	Meigs	CB
ROAD - BASHAN SITE	Bashan	OH	Meigs	LI
CROSS MATRIX SWITCH-BAY ST. L-	Bay St Louis	MS	Harrison	CE
RADIO EQUIPMENT-BAY ST.LOUS-CA	Bay St Louis	MS	Harrison	ÇE
MICRO VAX - BAY ST. LOUIS - CA	Bay St Louis	MS	Harrison	CE
COMPUTER/SMACU - BAY ST. LOUIS	Bay St Louis	MS	Harrison	CE
ANTENNA - BAY ST. LOUIS SITE	Bay St Louis	MS	Harrison	CE
CROSS MATRIX SWITCH - BAY ST.	Bay St Louis	MS	Harrison	CE
RADIO EQUIPMENT - BAY ST.LOUIS	Bay St Louis	MS	Harrison	ÇE
MICRO VAX - BAY ST. LOUIS SITE	Bay St Louis	MS	Harrison	CE
SHELTER - BAY ST. LOUIS-CAP.IN	Bay St. Louis	MS	Harrison	BU
FUBL TANK - BAY ST. LOUIS SIT	Bay St. Louis	MS	Harrison	BU
FENCE - BAY ST. LOUIS	Bay St. Louis	MS	Harrison	BU
SHELTER - BAY ST. LOUIS SITE	Bay St. Louis	MS	Harrison	BU
SITE PREPARATION - BAY ST. LOU	Bay St. Louis	MS	Harrison	BU
FOUNDATIONS - BAY ST. LOUIS SI	Bay St. Louis	MS	Harrison	BU
ROAD - BAY ST. LOUIS SITE	Bay St. Louis	MS	Harrison	LI
CROSS MATRIX SWITCH-BAYOU G-CA	Bayou Goula	LA	[verville]	Pai CE
1250 VA POWER SUPPLY	Bayou Goula	LA	lverville l	Pai CE
MICRO VAX - BAYOU GOULA - CAP.	Bayou Goula	LA	Iverville:	
RADIO EQUIPMENT-BAYOU GOULA-CA	Bayou Goula	LA	Iverville	Pai CE
(1) CHANNEL-BAYOU GOULA	Bayou Goula	LA	Iverville	
ANTENNA - BAYOU GOULA SITE	Bayou Goula	LA	Iverville	Pat CE
CROSS MATRIX SWITCH - BAYOU GO	Bayou Goula	LA	Iverville	Pai CE
MICRO VAX - BAYOU GOULA SITE	Bayou Goula	LA	Iverville	Pa ₁ CB
RADIO EQUIPMENT - BAYOU GOULA	Bayou Goula	LA	Iverviile	
SHELTER - BAYOU GOULA - CAP.IN	Bayou Goula	LA	Iverville	
FUEL TANK - BAYOU GOULA SITE	Bayou Goula	LA	Iverville	
FENCE - BAYOU GOULA SITE	Bayou Goula	LA	Iverville	
SITE PREPARATION - BAYOU GOULA	Bayou Goula	LA	Iverville	
SHELTER - BAYOU GOULA SITE	Bayou Goula	LA	Iverville	
FOUNDATIONS - BAYOU GOULA SITE	Bayou Goula	LA	Iverville	
GENERATOR	Bayou Goula		Iverville	
TOWER - BAYOU GOULA SITE	Bayou Goula		Iverville	
ROAD - BAYOU GOULA SITE	Bayou Goula		Iverville	
MICRO VAX - BEDFORD SITE CAP.	Bedford	ΚY	Trimble	
RADIO EQUIPMENT CAP. INT.	Bedford	KY	Trimble	
COMPUTER/SMACU - BEDFORD SITE	Bedford	KY	Trimble	
ANTENNA - BEDFORD SITE	Bedford	KY	Trimble	; CB

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CROSS MATRIX SWITCH - BEDFORD	Bedford	ΚY	Trimble	CE
MICRO VAX - BEDFORD SITE	Bedford	KΥ	Trimble	CE
RADIO EQUIPMENT - BEDFORD SITE	Bedford	KY	Trimble	CB
FUEL TANK - BEDFORD SITE	Bedford	KY	Trimble	BU
FENCE - BEDFORD SITE	Bedford	KY	Trimble	BU
FOUNDATIONS - BEDFORD SITE	Bedford	KY	Trimble	BU
SHELTER - BEDFORD SITE	Bedford	KY	Trimble	BU
	Bedford	ΚY	Trimble	CE
TOWER - BEDFORD SITE	Brown's Hill	ME	Cumberland	CE
Labor & Freight for Build-Out	Brown's Hill	ME	Cumberland	CE
Exciter	Brown's Hill	ME	Cumberland	CE
Power Amplifier	Brown's Hill	ME	Cumberland	CE
Receiver	Brown's Hill	ME	Cumberland	CE
TNT	Brown's Hill	ME	Cumberland	CE
Duplexor	Brown's Hill	ME	Cumberland	CE
Power Supply	Brown's Hill	MB	Cumberland	CE
Build-Out Mini Cabinet	Brown's Hill	ME	Cumberland	
AMTS Turnkey System Installation	Brown's Hill	ME	Cumberlan	
AMTS Turnkey System Installation	Brownsville	TX	Willacy	CE
CROSS MATRIX SWITCH-BROWNSVLE-	Brownsville	TX	Willacy	CE
RADIO EQUIPMENT-BROWNSVLE-CAP.	Brownsville	TX	Willacy	CE
MICRO VAX - BROWNSVLB - CAP. I	Brownsville	Tx	Willacy	CE
ADD COST REDUNDANCY PROJECT	Brownsville	TX	Willacy	CE
COMPUTER/SMACU - BROWNSVILLE	Brownsville	TX	Willacy	CE
ANTENNA - BROWNSVILLE	Brownsville	TX	Willacy	CE
CROSS MATRIX SWITCH-BROWNSVILL	Brownsville	TX	Willacy	CE
RADIO EQUIPMENT - BROWNSVILLE		IA	Jackson	CE
CROSS MATRIX SWITCH-BRYANT-CAP	Bryant	ĬA	Jackson	CE
RADIO EQUIPMENT- BRYANT - CAP.	Bryant	IA	Jackson	CE
MICRO VAX - BRYANT - CAP. INT.	Bryant	IA	Jackson	CB
COMPUTER/SMACU - BRYANT	Bryant	IA	Jackson	CE
(1) CHANNEL-BRYANT	Bryant	ĬA	Jackson	CE
ANTENNA - BRYANT	Bryant	IA	Jackson	CE
CROSS MATRIX SWITCH - BRYANT	Bryant	IA	Jackson	CE
RADIO EQUIPMENT - BRYANT	Bryant	IA	Jackson	BU
SHELTER - BRYANT - CAP. INT.	Bryant	JA	Jackson	BU
FUEL TANK - BRYANT SITE	Bryant	1A	Jackson	BU
SITE PREPARATION - BRYANT	Bryant	IA	Jackson	BU
SITE PREPARATION - PEORIA SITE	Bryant	IA	Jackson	BU
FOUNDATIONS - BRYANT	Bryant	IA	Jackson	BU
SHELTER - BRYANT	Bryant	IA	Jackson	CE
TOWER - BRYANT SITE	Bryant	OR	Lane	CE
CSU/DSU- Buck Mtn	Buck Mtn	OR	Lane	CE
Site Equipment - Day Wireless Site - PA	Buck Mtn			CE
Site Equipment - Day Wireless Site - PA	Capital Peak	FL.	Pinellas	CB
Labor & Freight for Build-Out	Clearwater Clearwater	FL	Pinellas	CE
Exciter		FL	Pinellas	CE
Power Amplifier	Clearwater	FL	Pinellas	CE
Receiver	Clearwater Clearwater	FL	Pinellas	CE
TNT		FL	Pinellas	CE
Duplexor	Clearwater	FL	Pinellas	CE
Power Supply	Clearwater	rı FL		CE
Build-Out Mini Cabinet	Clearwater	r L	Y HIGHER	Ų.J

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AMTS Turnkey System Installation	Clearwater	FL	Pinellas	CE
CROSS MAT SWITCH-CORP CHRIS-CA	Corpus Christi	TX	Aransas	ÇE
RADIO EQUIPMENT-CORP CHRIS -CA	Corpus Christi	ΤX	Aransas	CE
MICRO VAX - CORP CHRIS - CAP.	Corpus Christi	ΤX	Aransas	CE
ADD COST REDUNDANCY PROJECT	Corpus Christi	ΤX	Aransas	CE
COMPUTER/SMACU - CORPUS CHRIST	Corpus Christi	ΤX	Aransas	CE
ANTENNA - CORPUS CHRISTI	Corpus Christi	TX	Aransas	CE
CROSS MATRIX SWITCH-CORPUS CHR	Corpus Christi	TX	Aransas	CE
RADIO EQUIPMENT - CORPUS CHRIS	Corpus Christi	TX	Aransas	CE
MICRO VAX - CORPUS CHRISTI	Corpus Christi	TX	Aransas	CE
Site Equipment - SoCal Site - PA	Crestline	CA	San Bernane	CE
CROSS MATRIX SWITCH-DIA BLUFF-	Diamond Bluff	WI	Pierce	CE
RADIO EQUIPMENT-DIA. BLUFF -CA	Diamond Bluff	WI	Pierce	CE
MICRO VAX -DIA. BLUFF - CAP. I	Diamond Bluff	WI	Pierce	CE
COMPUTER/SMACU - DIAMOND BLUFF	Diamond Bluff	WI	Pierce	CE
(1) CHANNEL-DIAMOND BLUFF	Diamond Bluff	WI	Pierce	CE
ANTENNA - DIAMOND BLUFF	Diamond Bluff	WI	Pierce	CE
CROSS MATRIX SWITCH -DIAMOND B	Diamond Bluff	WI	Pierce	ÇE
RADIO EQUIPMENT - DIAMOND BLUF	Diamond Bluff	WI	Pierce	CE
MICRO VAX - DIAMOND BLUFF	Diamond Bluff	WI	Pierce	CE
SHELTER - DIAMOND BLUFF - CAP.	Diamond Bluff	WI	Pierce	BU
FUEL TANK - DIAMOND BLUFF SITE	Diamond Bluff	WI	Pierce	BU
FENCE - DIAMOND BLUFF SITE	Diamond Bluff	WI	Pierce	BU
SITE PREPARATION - DIAMOND BLU	Diamond Bluff	WI	Pierce	BU
FOUNDATIONS - DIAMOND BLUFF	Diamond Bluff	WI	Pierce	BU
TOWER - DIAMOND BLUFF SITE	Diamond Bluff	WI	Pierce	CE
Site Equipment - SoCal Site - PA	Edom Hill	CA	Riverside	CE
CROSS MATRIX SWITCH-FORD FERY-	Fords Ferry	KY	Crittenden	CB
MICRO VAX -FORDS FERRY - CAP.I	Fords Ferry	KY	Crittenden	CE
RADIO EQUIPFORDS FERRY-CAP.I	Fords Ferry	KY	Crittenden	CE
1250 VA POWER SUPPLY	Fords Ferry	KY	Crittenden	CB
COMPUTER/SMACU -FORDS FERRY SI	Fords Ferry	Ку	Crittenden	CE
(1) CHANNEL-FORD'S FERRY	Fords Ferry	KY	Crittenden	CE
ANTENNA -FORDS FERRY SITE	Fords Ferry	ΚY	Crittenden	CE
CROSS MATRIX SWITCH -FORDS FER	Fords Ferry	KY	Crittenden	
MICRO VAX -FORDS FERRY SITE	Fords Ferry	KY	Crittenden	CE
RADIO EQUIPMENT -FORDS FERRY S	Fords Ferry	ΚY	Crittenden	CE
SHELTER -FORDS FERRY - CAP.INT	Fords Ferry	ΚY	Crittenden	BU
FUEL TANK - FORDS FERRY SITE	Fords Ferry	KY	Crittenden	BU
FOUNDATIONS -FORDS FERRY SITE	Fords Ferry	ΚY	Crittenden	
FENCE - FORDS FERRY SITE	Fords Ferry	KY	Crittenden	
SITE PREPARATION -FORDS FERRY	Fords Ferry	KY	Crittenden	
SHELTER -FORDS FERRY SITE	Fords Ferry	ΚY	Crittenden	BU
TOWER - FORDS FERRY SITE	Fords Ferry	KY	Crittenden	CE
ROAD - FORDS FERRY SITE	Fords Ferry	KY	Crittenden	
CROSS MATRIX SWITCH-FULTON -CA	Fulton	TN	Lauderdale	
MICRO VAX -FULTON SITE - CAP.I	Pulton	TN	Lauderdale	
RADIO EQUIPMENT-FULTON SITE-CA	Fulton	MT	Lauderdale	
COMPUTER/SMACU - FULTON SITE	Fulton	TN	Lauderdale	
(1) CHANNEL-FULTON	Fulton	TN	Lauderdale	
CROSS MATRIX SWITCH - FULTON S	Fulton	TN	Lauderdale	
ANTENNA - FULTON SITE	Fulton	TN	Lauderdale	UB

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				ATT.
MICRO VAX - FULTON SITE	Fulton	TN	Lauderdale	
RADIO EQUIPMENT - FULTON SITE	Pulton	TN	Lauderdale	
SHELTER - FULTON SITE - CAP.IN	Fulton	TN	Lauderdale	
FUEL TANK - FULTON SITE	Fuiton	TN	Lauderdale	
FENCE - FULTON SITE	Fulton	TN	Lauderdale	
SITE PREPARATION - FULTON SITE	Pulton	TN	Lauderdale	
FOUNDATIONS - FULTON SITE	Fulton	TN	Lauderdale	
SHELTER - FULTON SITE	Fulton	TN	Lauderdale	
GENERATOR-FULTON	Pulton	TN	Lauderdale	
TOWER - FULTON SITE	Fulton	TN	Lauderdale	
Site Equipment - Day Wireless Site - PA	Gold Mtn	WA	Kitsap	CE
CROSS MATRIX SWITCH-GREENVL-CA	Greenville	MS	Washingto	
MICRO VAX -GREENVILLE- CAP. IN	Greenville	MS	Washingto	
RADIO EQUIPMENT- GREENVILLE-CA	Greenville	MS	Washingto	
COMPUTER/SMACU - GREENVILLE SI	Greenville	MS	Washingto	
ANTENNA - GREENVILLE SITE	Greenville	MS	Washingto	
CROSS MATRIX SWITCH - GREENVIL	Greenville	MS	Washingto	
MICRO VAX - GREENVILLE SITE	Greenville	MS	Washingto	
RADIO EQUIPMENT - GREENVILLE S	Greenville	MS	Washingto	
SHELTER -GREENVILLE SITE-CAP.	Greenville	MS	Washingto	
FUEL TANK - GREENVILLE SITE	Greenville	MS	Washingto	
FENCE - GREENVILLE SITE	Greenville	MS	Washingto	
SHELTER - GREEMVILLE SITE	Greenville	MS	Washingto	
SITE PREPARATION - GREENVILLE	Greenville	MS	Washingto	
FOUNDATIONS - GREENVILLE SITE	Greenville	MS	Washingto	
GENERATOR-GREENVILLE	Greenville	MS	Washingto	
TOWER - GREENVILLE SITE	Greenville	MS	Washingto	
ROAD - GREENVILLE SITE	Greenville	MS	Washingto	
CROSS MATRIX SWTCH-HANNIBAL-CA	Hannibal	MO	Ralls	CE
MICRO VAX-HANNIBAL SITE- CAP.	Hannibal	MO	Ralls	CE
RADIO EQUIP-HANNIBSL SITE-CAP.	Hannibal	MO	Ralls	CE
COMPUTER/SMACU -HANNIBAL SITE	Hannibal	MO	Ralls	CE
(1) CHANNEL-HANNIBAL	Hannibal	МО	Rails	CE
CROSS MATRIX SWITCH-HANNIBAL S	Hannibal	МО	Rails	CE
ANTENNA -HANNIBAL SITE	Hannibal	МО	Ralls	CE
MICRO VAX -HANNIBAL SITE	Hannibal	МО	Ralls	CE
RADIO EQUIPMENT -HANNIBAL SITE	Hannibal	MO	Ralis	CE
SHELTER -HANNIBAL SITE-CAP. IN	Hannibal	MO	Ralls	BU
FUEL TANK -HANNIBAL SITE	Hannibal	MO	Ralls	BU
SHELTER -HANNIBAL SITE	Hannibal	MO	Ralls	BU
FOUNDATIONS -HANNIBAL SITE	Hannibal	MO	Ralls	BU
SITE PREPARATION -HANNIBAL SIT	Hannibal	MO	Ralls	BU
TOWER -HANNIBAL SITE	Hannibal	MO	Ralls	CE
CROSSMATRIX SWITCH-HARSHAVL-CA	Harshaville	PA	Beaver	CE
MICRO VAX-HARSHAVILLE SITE-CAP	Harshaville	PA	Beaver	CE CE
RADIO EQUIP-HARSHAVILLE- CAP.	Harshaville	PA	Beaver	
COMPUTER/SMACU -HARSHAVILLE SI	Harshaville	PA	Beaver	CE
ANTENNA -HARSHAVILLE SITE	Harshaville	PA	Beaver	CE
CROSS MATRIX SWITCH-HARSHAVILL	Harshaville	PA	Beaver	CE
MICRO VAX -HARSHAVILLE SITE	Harshaville	PA DA	Beaver	CE
RADIO EQUIPMENT-HARSHAVILLE SI	Harshaville	PA	Beaver	CE BU
SHELTER-HARSHAVILLE SITE-CAP.	Harshaville	PA	Beaver	υd

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FUEL TANK -HARSHAVILLE SITE	Harshaville	PA	Beaver	BU
SHELTER -HARSHAVILLE SITE	Harshaville	PA	Beaver	BU
FOUNDATIONS -HARSHAVILLE SITE	Harshaville	PA	Beaver	BU
TOWER -HARSHAVILLE SITE	Harshaville	PA	Beaver	CE
ROAD - HARSHAVILLE SITE	Harshaville	PA	Beaver	LI
Site Equipment - SoCal Site - PA	Hauser Mtn	CA	Los Angele	
CROSS MATRIX SWITCH-HEBBARD-CA	Hebbardsville	KY	Henderson	
MICRO VAX-HEBBARDSVILLE- CAP.I	Hebbardsville	KY	Henderson	
RADIO EQUIPHEBBARDSVILLE-CAP	Hebbardsville	KY	Henderson	
COMPUTER/SMACU -HEBBARDSVILLE	Hebbardsville	KY	Henderson	
TOWER - HEBBARDSVILLE SITE	Hebbardsville	ΚY	Henderson	
(1) CHANNEL-HEBBARDSVILLE	Hebbardsville	KY	Henderson	
ANTENNA - HEBBARDSVILLE SITE	Hebbardsville	ΚY	Henderson	
CROSS MATRIX SWITCH- HEBBARDSV	Hebbardsville	KY	Henderson	
MICRO VAX - HEBBARDSVILLE SITE	Hebbardsville	ΚY	Henderson	
RADIO EQUIPMENT-HEBBARDSVILLE	Hebbardsville	ΚY	Henderson	
SHELTER -HEBBARDSVILLE- CAP.IN	Hebbardsville	KΥ	Henderson	
FUEL TANK - HEBBARDSVILLE SITE	Hebbardsville	KY	Henderson	
FENCE -HEBBARDSIILLE SITE	Hebbardsville	KY	Henderson	
FOUNDATIONS - HEBBARDSVILLE SI	Hebbardsville	KY	Henderson	LI
SITE PREPARATION-HEBBARDSVILLE	Hebbardsville	KY	Henderson	
ROAD -HEBBARDSVILLE SITE	Hebbardsville	ΚY	Henderson	
SHELTER - HEBBARDSVILLE SITE	Hebbardsville	KY	Henderson	LI
MICRO VAX - HICKMAN SITE	Hickman	TN	Obion	CE
RADIO EQUIPMENT - HICKMAN SITE	Hickman	TN	Obion	CE
COMPUTER/SMACU - HICKMAN SITE	Hickman	TN	Obion	CE
(I) CHANNEL-HICKMAN	Hickman	TN	Obion	CE
CROSS MATRIX SWITCH - HICKMAN	Hickman	TN	Obion	CE
ANTENNA - HICKMAN SITE	Hickman	TN	Obion	CE
MICRO VAX - HICKMAN SITE	Hickman	TN	Obion	CE
RADIO EQUIPMENT - HICKMAN SITE	Hickman	TN	Obion	CE
FUEL TANK - HICKMAN SITE	Hickman	TN	Obion	BU
FENCE - HICKMAN SITE	Hickman	TN	Obion	BU
SHELTER - HICKMAN SITE	Hickman	TN	Obion	BU
FOUNDATIONS - HICKMAN SITE	Hickman	TN	Obion	BU
SITE PREPARATION - HICKMAN	Hickman	TN	Obion	BU
GENERATOR-HICKMAN	Hickman	TN	Obion	CE
TOWER - HICKMAN SITE	Hickman	TN	Obion	CE
CROSS MATRIX SWITCH-INTRACSTL-	Intracoastal Ci	t LA	Vermilion	
RADIO EQUIPMENT -INTRACSTAL-CA	Intracoastal Cl	ηLA	Vermilion	PCE
MICRO VAX -INTRACOASTAL- CAP.I	Intracoastal Ci	ijLA	Vermilion	PCE
1250 VA POWER SUPPLY	Intracoastal Ci		Vermilion	
COMPUTER/SMACU - INTRACOASTAL	Intracoastal C	it LA	Vermilion	PCE
ANTENNA - INTRACOASTAL SITE	Intracoastal C	it LA	Vermilior	
TOWER - INTRACOASTAL SITE	Intracoastal C		Vermilion	PCE
CROSS MATRIX SWITCH-INTRACOAST	Intracoastal C	it: LA	Vermilion	ı P CE
RADIO EQUIPMENT - INTRACOASTAL	Intracoastal C	it LA	Vermilion	ı P CE
MICRO VAX - INTRACOASTAL SITE	Intracoastal C	it: LA	Vermilion	ı P CE
SHELTER -INTRACOASTAL- CAP.INT	Intracoastal C		Vermilion	
FUEL TANK - INTRACOASTAL SITE	Intracoastal C		Vermilio	n P L I
ROAD - INTRACOASTAL SITE	Intracoastal C		Vermilio	n P L I
SHELTER - INTRACOASTAL SITE	Intracoastal C		Vermilio	n P LI
MARKANA AND THE AND		-		

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SITE PREPARATION - INTRACOASTA	Intracoastal Cit	·LA	Vermilion P I	ľ
Labor & Freight for Build-Out	Jacksonville	FL	Duval (Œ
Exciter	Jacksonville	FL	Duval C	Œ
Power Amplifier	Jacksonville	FL	Duval (Œ
Receiver	Jacksonville	FL	Duval (CE
TNT	Jacksonville	FL	Duval (Œ
Duplexor	Jacksonville	FL	Duyal (Œ
Power Supply	Jacksonville	FL	Duval (Œ
Build-Out Mini Cabinet	Jacksonville	FL	Duval (CE
Site Equipment - Day Wireless Site - PA	Joaquin Ridge	CA	Fresno	CB
CROSS MATRIX SWITCH-JOLIET-CAP	Joliet	ΙL	Will	CE
MICRO VAX -JOLIET SITE- CAP. I	Joliet	IL	Will	CE
COMPUTER/SMACU -JOLIET SITE	Joliet	IL	Will	CB
RADIO EQUIPMENT - JOLIET SITE	Joliet	IL	Will	CE
ANTENNA - JOLIET SITE	Joliet	ĭL	Wili	CB
(2) CHANNEL-JOLIET	Joliet	IL	will	CE
CROSS MATRIX SWITCH -JOLIET SI	Joliet	IL	Will	CE
MICRO VAX -JOLIET SITE	Joliet	IL	Will	CE
CROSS MATRIX SWITCH-LAKE CHAS-	Lake Charles	LA	Cameron Pa	CE
RADIO EQUIPMENT-LAKE CHAS-CAP	Lake Charles	LA	Cameron Pa	CE
MICRO VAX - LAKE CHARLES - CAP	Lake Charles	LA	Cameron Pa	CE
COMPUTER/SMACU - LAKE CHARLES	Lake Charles	LA	Cameron Pa	CE
(1) CHANNEL-LAKE CHARLES	Lake Charles	LA	Cameron Pa	
ANTENNA - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
CROSS MATRIX SWITCH - LAKE CHA	Lake Charles	LA	Cameron Pa	CE
CKOSS MAJKIX SWITCH - FAKE CHAPI PC	Lake Charles	LA	Cameron Pa	
RADIO EQUIPMENT - LAKE CHARLES	Lake Charles	LA	Cameron Pa	
MICRO VAX - LAKE CHARLES SITE SHELTER - LAKE CHARLES- CAP.IN	Lake Charles	LA	Cameron Pa	
FUEL TANK - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
FENCE - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
SITE PREPARATION - LAKE CHARLE	Lake Charles	LA	Cameron Pa	
SHELTER - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
FOUNDATIONS - LAKE CHARLES SIT	Lake Charles	LA	Cameron Pa	
TOWER - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
ROAD - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
	Lanesville	IN	Floyd	CE
MICRO VAX - LANESVILLE SITE	Lanesville	IN	Floyd	CE
RADIO EQUIPMENT - CAP. INT. COMPUTER/SMACU - LANESVILLE SI	Lanesville	IN	Floyd	CB
ANTENNA - LANESVILLE SITE	Lanesville	IN	Floyd	CE
CROSS MATRIX SWITCH - LANESVIL	Lanesville	IN	Floyd	CE
MICRO VAX - LANESVILLE SITE	Lanesville	IN	Floyd	CE
RADIO EQUIPMENT - LANESVILLE S	Lanesville	IN	Floyd	CE
SHELTER - LANESVILLE SITE CAP.	Lanesville	IN	Floyd	BU
	Lanesville	IN	Floyd	ВU
FUEL TANK - LANESVILLE SITE FENCE - LANESVILLE SITE	Lanesville	IN	Floyd	BU
FOUNDATIONS - LANESVILLE SITE	Lanesville	IN	Floyd	ВU
SHELTER - LANESVILLE SITE	Lanesville	IN	Floyd	ВU
SITE PREPARATION - LANESVILLE	Lanesville	IN	Floyd	ВU
TOWER - LANESVILLE SITE	Lanesville	IN	Floyd	CE
	Lanesville	IN	Floyd	LI
ROAD - LANESVILLE SITE	Lansing	IA.	Allamakee	
CROSS MATRIX SWITCH-LANSING-CA	Lansing	IA	Allamakee	
RADIO EQUIPMENT - LANSING- CAP	Dansing	17.7	1 44.411.000	

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B6 Summary (Form 6 - Summary) (12/07)

United States Bankruptcy Court Northern District of Mississippi

In re	Maritime Communications/Land Mobile, LLC		Case No.	11-13463-DWH
,		Debtor(s)	Chapter	11

***AMENDED SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7,11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	Liabilities	OTHER
A - Real Property	No	0	\$12,500.00		
B - Personal Property***	Yes	***29	***\$46,530,251.63		
C - Property Claimed as Exempt	No	0		,	
D - Creditors Holding Secured Claims***	Yes	3		\$18,790,111.05	
B - Creditors Holding Unsecured Priority Claims*** (Total of Claims on Schedule B)	Yes	10		***\$252,854.71	
F - Creditors Holding Unsecured Nonpriority Claims***	Yes	***14		\$12,197,999.36	
G - Executory Contracts and Unexpired Leases	No	0			
H - Codebtors***	Yes	***4			
I - Current Income of Individual Debtor(s)	No	0			\$N/A
J - Current Expenditures of Individual Debtor(s)	No	0			\$N/A
TOTAL		***60	***\$46,542,751.63	***\$31,240,965.12	

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Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court Northern District of Mississippi

In re	Maritime Communications/Land Mobile, LLC Debtor(s)	Case No. Chapter	11-13463-DWH 11
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STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$
Student Loan Obligations (from Schedule F)	\$
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$
TOTAL	\$

State the following:	
Average Income (from Schedule I, Line 16)	\$
Average Expenses (from Schedule J, Line 18)	\$
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	\$

State the following:	
1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column	\$
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	\$
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column	\$
4. Total from Schedule F	\$
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)	\$

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B6B (Official Form 6B) (12/07)
In re Maritime Communications/Land Mobile, LLC

11-13463-DWH

Debtor(s)

***AMENDED SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed R. Bankr. P. 1007(m).

Type of Property	NONE	Description and Location of Property	Husband, Wife, Jeint or Community	Current Value of Debtor's Interest In Property, With- Out Deducting Any Secured Claim or Exemption
1. Cash on hand.	X			
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Operating Account No. 0733 at Stock Yards Bank & Trust	-	\$1,331.43
3. Security deposits with public utilities, telephone companies, landlords, and others.		Deposits with Landlords - VA Office (\$875.00) and IN Office (\$1,687.50)	•	\$2,562.50
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	Х			
6. Wearing apparel.	X			
7. Furs and jewelry.	Х			
8. Firearms and sports, photographic, and other hobby equipment.	X			
 Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each. 	×			
10. Annuities. Itemize and name each issuer.	X			

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B 6B (Official Form 6B) (12/07) - Cont.

In re Maritime Communications/Land Mobile, LLC
Debtor

Case No. 11-13463-DWH

(If known)

***AMENDED SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint or Community	Current Value of Debtor's Interest In Property, With- Out Deducting Any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		Maritime Communications/Land Mobile, LLC 401(k) Profit-Sharing Plan & Trust	•	***226,671.78
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		90% Interest in Critical RF, Inc., purchased in 2006	•	***\$45,000.0
 Interests in partnerships or joint ventures. Itemize. 	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Accounts Receivable NOTE: STATED VALUE CONSISTS PRIMARILY OF JUDGMENT AGAINST CENTRAL COMMUNICATIONS NETWORK OF \$978,020.41	•	\$1,028,879.1
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			•
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X	·		

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B 6B (Official Form 6B) (12/07) - Cont.

In re Maritime Communications/Land Mobile, LLC Debtor

Case No. 11-13463-DWH

(If known)

***AMENDED SCHEDULE B - PERSONAL PROPERTY (Continuation Sheet)

Type of Property	N O N	Description and Location of Property	Husband, Wife, Joint or Community	Current Value of Debtor's Interest In Property, With- Out Deducting Any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	х			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.		See Attachment 1 NOTE: VALUE SHOWN IS PER JUNE, 2008, APPRAISAL	•	\$45,200,000.00
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		11 Computers; 3 Printers, 8 Desks, 5 Credenzas, 2 Conference Tables, 8 File Cabinets, 5 Bookcases	~	\$4,400.00
29. Machinery, fixtures, equipment, and supplies used in business.		See Attachment 2	•	***\$ 1,35 0,00 0.0 0 21, 406.80
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	x			
34. Farm supplies, chemicals, and feed.	. x		•	
35. Other personal property of any kind not already listed. Itemize.	X			
			Total >	***\$46,530,251.6

(Report also on Summary of Schedules)

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Maritime Communications/Land Mobile, LLC
Chapter 11; Case No. 11-13463-DWH
Attachment 1 to Schedule B
23. Licenses, Franchises & Other General Intangibles

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	-	Che Remo/Addrace	20	County	State
Call Sign	2	٦.	CANAAC	CLARK	WA
ı	3	LIVINGSTON PEAK	CANAGO	THE INCOME.	14/4
	4	RAINIER HILL 2 MI SE OF TIMONEY RD	RAINIER	THURSION	WA
		7505 SKYLINE RD SOUTH	SALEM	MARION	ä
		MTADELAIDE	BAKERSFIELD	KERN	গ্ৰ
	٤١٥	MODINIT BALDY A 8 KM NE	PHOENIX	JACKSON	æ
	7 5	MOON OF SM COUNCIL RD	PORTLAND	MULTNOMAH	Ø,
	a];	CANTO OF SYLVENIES	CORONA	ORANGE	ర
	4 8	MOLINIT CONSTITUTION	ORCAS ISLAND	SAN JUAN	WA
	3 8	MOONI CONTRACTOR	EUGENE	LANE	ő
	77	Caor Hailors	SALINAS	MONTEREY	ర
!	8 1	MODINI CARO	SAN RAFAEL	MARIN	ঠ
KAE889	7 2	Oldsig Failors	WALNUT CREEK	CONTRA COSTA	క
	87	MICOUNI DIABLE	BREMERTON	JEFFERSON	WA
	3 8	GOLD MICCOLLOS	LOS GATOS	SANTA CLARA	ฮ
	3	LOIVIN FRIEIA	OLYMPIA	THURSTON	WA
	7	CAPITAL PEAN	MODESTO	STANISLAUS	ర
	2	OCO IM	COALINGA	FRESNO	ర
	င္က	JOAQUIN KIDGE	PINE VALLEY	SAN DIEGO	গ্ৰ
	9	MI SIEPHENSON	PALMDALE	LOS ANGELES	ර
	\$	HAUSER MOUN LAIN	WOODBURN	MARION	OR
	49	GOAT MOUNTAIN	SEATTLE	KING	WA
	48	TIGER MOUNTAIN	CHARLEVOIX	CHARLEVOIX	₹
KCEJJA		6.7 MI SE 1-75 & US 31.	ROGERS CITY	PRESQUE ISLE	MI
NCIE/O	2	5667 W M68 HWY	MISKEGON	MUSKEGON	M
	r-1	13465 ALGER RD	MICHIGAN CITY	LA PORTE	Z
	2	4266 N COUNTY RD 525 W	VENINGHA	KENOSHA	M
KPB531	3	2700 SHERIDAN RD	A STANDARD	RAII WAI IKEE	M
	4	WMTV TV TRANSMITTER SITE	MILWAUREE	LAKE	==
	u	INTERSECTION OF GILMER AND MIDLOTHIAN RDS	LAKE ZURICH	700	!

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	-	DINNACI F HWY OFF HIGHLAND AVE	ROCHESTER	MONROE	Σ
	1		SYRACUSE	ONONDAGA	NY
	4 6	CRD	TOLEDO	OTTAWA	H
	7 4	TER SITE	DETROIT	WAYNE	Œ
KUF732	. 2	EHAVEN AVE 0.75 MI NW OF	BUFFALO	ERIE	ΝΥ
		F OF INTERSECTION US 19 & 90	ERIE	ERIE	PA
	٥١٠		CLEVELAND	сиуанова	품
WHG693	, ,1	WY 23	VENICE	PLAQUEMINES	s
WHG701	,-i	STATION 2 CHAT HOLLEY RD 1.5 MI WSW	SANTA ROSA BEACH	WALTON	표
WHG702	7-1	STATION 3 LANCASTER RD 3 MI S	THEODORE	MOBILE	AL
WHG703	F-1	STATION 4 HIDDEN VALLEY RD 5 MI NNE	DELISLE	HARRISON	MS
WHG705		STATION 6 HWY 662 NE	AMELIA	ASSUMPTION	5
WHG706	F	STATION 7 PARISH RD 7-1	INTRACOASTAL CITY	VERMILION	5
WHG707	m	STATION 8 HWY 73	PORT ARTHUR	JEFFERSON	×
WHG708	H	STATION 9 WESTCREST DR	DICKINSON	GALVESTON	¥
WHG709	14	STATION 10 FM RD 2611	BAYCITY	MATAGORDA	¥
WHG710	+1	STATION 11 RABBIT RUN RD	ARANSAS PASS	SAN PATRICIO	¥
WHG711		STATION 12 RIVIERA TELEPHONE COMMUNICATIONS SITE	RIVIERA	KLEBERG	<u>×</u>

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WHG712	+4	STATION 13 WITHIN CITY LIMITS	JEFFERSON HEIGHTS	JEFFERSON	4
WHG713	н	STATION 14 3.32 MI W	CARVILLE	IBERVILLE	4
WHG714	F-1	STATION 15 8 MI NE	REDWOOD	WARREN	MS
WHG715	+-1	STATION 16 2.75 MI N	WAYSIDE	WASHINGTON	MS
WHG716	М	STATION 17 1.33 MI SE	LAKE CORMORANT	DESOTO	MS
WHG717	1-1	STATION 189.1 MI NE	SAMBURG	OBION	2
WHG718	ы	STATION 19 2 MI SW	ALTO PASS	UNION	교
WHG719		STATION 20.28 MI N	MADONNAVILLE	MONROE	=
WHG720	н	STATION 21 1.5 MI N	GRAFTON	JERSEY	=
WHG721	H	STATION 22 3.4 MI SW	SAVERTON	RALLS	MO
WHG722	H	STATION 23 3 MI NNE	ADRIAN	HANCOCK	크
WHG723	+	STATION 24.5 MI E	REYNOLDS	ROCK ISLAND	坦
WHG724	H	STATION 25 1.4 MI SW	MILES	JACKSON	≰
WHG725	t-4	STATION 26.9 MI NE	SHERRILL	DUBUQUE	₹
31.623.6	<u> -</u>	STATION 27 1.72 MI E	MIDWAY	MASSAC	긜
WHG726	-	SIATION 21 1-12 min		!	

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WHG727	н	STATION 28 KY 416 AT JCT WITH KY 1078	HEBBARDSVILLE	HENDERSON	≥
WHG728	-	STATION 29 IN SR 11 ROUTE 1	ELIZABETH	FLOYD	2
WHG729		STATION 30 COLBERT IN 1.25 MI NW	BEDFORD	TRIMBLE	₹
WHG730	4-4	STATION 31 KENTUCKY HWY 1303 SHAW RD 1.25 MI SW	INDEPENDENCE	KENTON	<u>ک</u>
WHG731	-	STATION 32 2.7 MI S	FAIRVIEW	ADAMS	Ж
WHG732	r-1	STATION 33 3.8 MI SW	ГЕППА	GREENUP	Σź
WHG733	1	STATION 34.9 MI SE	GREASY RIDGE	LAWRENCE	ОН
W.HG734		STATION 35 COUNTY RD 2150 W	MEREDOSIA	MORGAN	2
WHG735	-	STATION 36 BEHRENDS RD	HANNA CITY	PEORIA	=
WHG736		STATION 37 N 17TH RD	TONICA	LA SALLE	=
WHG737		STATION 38 GOUGER RD 0.1 MI S OF 151ST ST	LOCKPORT	WILL	긢
WHG738		STATION 39 1.2 MI S	FORDS FERRY	CRITTENDEN	K
WHG739	+-1	STATION 40.8 MI W	MOOLEYVILLE	BRECKINRIDGE	≩
WHG740	H	STATION 41.2 MI NE	BASHAN	MEIGS	HO
	_				

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WHG741	-	STATION 42.57 MI N	BROWNSVILLE	MONROE	₩ H
WHG742	FI	STATION 3 1.8 MI SSE	LANSING	ALLAMAKEE	Ą
WHG743	н	STATION 44.68 MI NE	WITOKA	WINONA	MN
WHG744	H	STATION 45 3.22 MI NNE	DIAMOND BLUFF	PIERCE	Ĭ,
WHG745	ы	STATION 46.5 MIS	LAUREL HILL	WEST FELICIANA	\$
WHG746	F-1	STATION 47 3.3 MI N	PINE RIDGE	ADAMS	MS
WHG747		STATION 48.3 MI NE	RENA LARA	СОАНОМА	MS
WHG748		STATION 49 1.5 MI NE	FULTON	LAUDERDALE	Ę
WHG749		STATION 50 3.22 MI W	SHADYSIDE	BELMONT	Ю
WHG750	-	STATION 51 3.22 MI E	HOOKSTOWN	BEAVER	PA
WHG751	1	STATION 52 HWY 191A .7 Mi N	AVALON BEACH	SANTA ROSA	권
WHG752	H	STATION 53 RR 2 BESSIE RD	LAKE CHARLES	CALCASIEU	3
WHG753	F4	S4 HWY 316	PORT LAVACA	CALHOUN	¥
WHG754		STATION 55 ROUTE 1	RAYMONDSVILLE	WILLACY	<u>خ</u>
WHV733	11	SAURATOWN MOUNTAIN RD	STOKES COUNTY	STOKES	NC

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	1	ON US 276	CEASARS HEAD	GREENVILLE	ß
WHV843	5	CROWDERS NTN 5.5 MI SW	GASTONIA	GASTON	SC
	9	.7 MI SE JCT SC 202 & US76	LITTLE MOUNTAIN	NEWBERRY	Я
WHW848	н	1700 E MARKET ST	JEFFERSONVILLE	CLARK	Z
	4	MOFFET CEMETERY RD	MILTON	TRIMBLE	χ
WRD580	2	BULL RUN MOUNTAIN	MANASSAS	MANASSAS	۸×
	m	ANTENNA FARM	PHILADELPHIA	PHILADELPHIA	ΡA
	000	1785 HILL AVE	MANGONIA PARK	PALM BEACH	균
	12	CTRUS CENTER	ORLANDO	ORANGE	밀
	14	ADIRONDAK DR 6 MI N OF GRANNY & MIDVALE RDS	SELDEN	SUFFOLK	Š
	15	CLARIDGE HOUSE ON CLARIDGE RD	VERONA	ESSEX	2
	192	SAVERCOOL AVE	ALLENTOWN	сенісн	PA
	11	1/2 MI E DELAWARE 52	WINTERTHUR	NEW CASTLE	B
	18	RT 100C WESTCHESTER COMMUNITY COLLEGE	VALHALLA	WESTCHESTER	ķ
	2 2	RT 100C WESTCHESTER COMMUNITY COLLEGE	VALHALLA	WESTCHESTER	ž
	٥	NFAB	MIAMI	MIAMI-DADE	교
WRV374	1 8	BROWN HILL 1.9 MI NNW	RAYMOND	CUMBERLAND	ΜĒ
	1 2	ON JAY RD 1 MI S OF CISCO RD	SPAULDING	DUVAL	교
	1 8	61 BRASSWELL ST	CHARLESTON	CHARLESTON	ß
	2 2	MYRTI E BEACH	CONWAY	HORRY	SC
	i k	CWETTMAN LANE	PERRINVILLE	MONMOUTH	2
	1 1	RACE PERRY I ANE	SAVANNAH	CHATHAM	ð
	3 5	1404 MYRTIE AVE	NAVASSA	BRUNSWICK	SC
	3 8	INTERSECTION RTS 625 & 337	SUFFOLK	SUFFOLK	¥
	g g	3245 BASIE RD	RICHMOND	RICHMOND	≸
	1 8	388 HOOPER AVE	BALTIMORE		ΩW

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				NEW YORK	è
	33	ONE WORLD TRADE CENTER	NEW TORK	MEW IONA	1
	25	NEAR	FAJARDO	FAJARDO	P.R
	, h	S S DINE ST	REHOBETH	BRISTOL	ΜΆ
	36	HIMY 70 F	NEW BERN	CARTERET	NC
	3 8	CCO 11 MERTON RD	CLEARWATER	PINELLAS	FL
	5	END OF TALMADGE RD	HAMDEN	NEW HAVEN	ט
10000	١,	thandhelde with areas of Mississippi River & tributaries)			
KASKZBS	-	לוומויתורים אינו היי כמים יו יויים וויים יויים י	1FFFFRSONVILLE	CLARK	Z
	-	453 PAKK PL			
WFN		ESIDE OF SR 11 APPROXIMATELY 4.3 MI S OF JCT US 460	LANESVILLE	FLOYD	Z
	4	& SR 11		2000	į
WHYZAO	2	2400 BARTON CHAPEL RD	AUGUSTA	RICHMOND	5
FEOGRAFIA		1799 F Market Street	JEFFERSONVILLE	CLARK	z
WHXS//			4) 1	e/u	n/a
WOGF315		MidAtlantic Region	IVa		,
1000000		Miscissiani River Region	n/a	n/a	n/a
WCGF310	-	INTERPORTATION OF THE PROPERTY.	ÿ)=	6/0	n/a
WOGF317		Great Lakes Region	ша	-/-	5
WOCE 18		Southern Pacific Region	n/a	n/a	3
うてつてつる					

Valuation of Licenses: Appraisal of All Licenses as of June 2008: \$45,200,000.00.

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Maritime Communications/Land Mobile, LLC
Chapter 11; Case No. 11-13463-DWH
Attachment 2 to Schedule B
29. Machinery, fixtures, equipment, and supplies used in business

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.

	Dia - Massa	State	County	Class
Description	Site Name	IL		CE
CROSS MATRIX SWITCH-ADRIAN-CAP	Adrian	IL		CE
MICRO VAX -ADRIAN SITE- CAP.IN	Adrian	IL		CE
COMPUTER/SMACU - ADRIAN SITE	Adrian	IL IL		CE
ANTENNA - ADRIAN SITE	Adrian	IL		CE
CROSS MATRIX SWITCH-ADRIAN SIT	Adrian	IL	***************************************	CE
MICRO VAX - ADRIAN SITE	Adrian	IL IL	. 201100011	CE
RADIO EQUIPMENT - ADRIAN SITE	Adrian	IL IL	* ,011-0-11-1	BU
SHELTER -ADRIAN SITE- CAP.INT.	Adrian	IL IL		BU
FUEL TANK - ADRIAN SITE	Adrian	IL IL	******	BU
FENCE - ADRIAN SITE	Adrian	IL.	Hancock	ยบ
SHELTER - ADRIAN SITE	Adrian	IL.	Hancock	BU
FOUNDATIONS - ADRIAN SITE	Adrian	IL	Hancock	CE
TOWER - ADRIAN SITE	Adrian	IL.	Hancock	LI
ROAD - ADRIAN SITE	Adrian	OH	Lawrence	CE
CROSS MATRIX SWITCH-ARABIA-CAP	Arabia		Lawrence	CE
MICRO VAX -ARABIA SITE- CAP. I	Arabia	OH		CE
RADIO EQUIPMENT-ARABIA SITE-CA	Arabia	OH	Lawrence	CE
COMPUTER/SMACU -ARABIA SITE	Arabia	OH	Lawrence	CE
(1) CHANNEL-ARABIA	Arabia	OH	Lawrence	CE
ANTENNA - ARABIA SITE	Arabia	OH	Lawrence	CE
CROSS MATRIX SWITCH -ARABIA SI	Arabia	OH	Lawrence	CE
MICRO VAX -ARABIA SITE	Arabia	OH	Lawrence	CE
RADIO EQUIPMENT - ARABIA SITE	Arabia	OH	Lawrence	BU
SHELTER - ARABIA SITE-CAP. INT	Arabia	OH	Lawrence	BU
FUBL TANK -ARABIA SITE	Arabia	OH	Lawrence	BU
FENCE - ARABIA	Arabia	OH	Lawrence	BU
SITE PREPARATION - ARABIA SITE	Arabia	OH	Lawrence	BU
SHELTER - ARABIA SITE	Arabia	OH	Lawrence	
FOUNDATIONS - ARABIA SITE	Arabia	OH	Lawrence	BU
TOWER -ARABIA SITE	Arabia	OH	Lawrence	CB
MICRO VAX - BALD KNOB SITE CAP	Bald Knob	IL	Union	CE
(I) CHANNEL-BALD KNOB	Baid Knob	ΪL	Union	CE
MICRO VAX - BALD KNOB SITE	Bald Knob	ΙL	Union	CE
ANTENNA - BALD KNOB SITE	Bald Knob	IL.	Union	CB
RADIO EQUIPMENT - BALD KNOB SI	Bald Knob	IL	Union	CE
FUEL TANK - BALD KNOB SITE	Bald Knob	ΙĽ	Union	BU BU
FOUNDATIONS - BALD KNOB SITE	Bald Knob	IL	Union	BU
FENCE - BALD KNOB SITE	Bald Knob	IL	Union	BU
SITE PREPARATION - BALD KNOB S	Bald Knob	IL	Union	
SHELTER - BALD KNOB SITE	Bald Knob	IL	Union	BU
TOWER - BALD KNOB SITE	Bald Knob	IL	Union	CE
Labor & Freight for Build-Out	Baltimore	MD		
Exciter	Baltimore	MD		
Power Amplifier	Baltimore	MD		
Receiver	Baltimore	MD		
TNT	Baltimore	MI		
Power Supply	Baltimore	MI		
Build-Out Mini Cabinet	Baltimore	MI		
216-225 5.25dB Fiberglass Antenna	Baltimore	MI		
AMTS Turnkey System Installation	Baltimore	MI		
CROSS MATRIX SWITCH-BASHAN-CAP	Bashan	OF	I Meigs	CE

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. .

	Bashan	ОН	Meigs	CE
MICRO VAX -BASHAN SITE- CAP. I	Bashan		Meigs	CB
RADIO EQUIPMENT-BASHAN SITE-CA	Bashan		Meigs	CE
COMPUTER/SMACU-BASHAN SITE	Bashan	OH	Meigs	CE
ANTENNA - BASHAN SITE	Bashan	OH	Meigs	CE
CROSS MATRIX SWITCH -BASHAN SI	Bashan	OH	Meigs	CE
MICRO VAX -BASHAN SITE	Bashan	OH	Meigs	CE
RADIO EQUIPMENT - BASHAN SITE	Bashan	OH	Meigs	υg
SHELTER - BASHAN SITE-CAP. INT	Bashan	ОН	Meigs	ยบ
FUEL TANK -BASHAN SITE	Bashan	OH	Meigs	BU
FENCE - BASHAN	Bashan	OH	Meigs	BU
SITE PREPARATION - BASHAN SITE	Bashan	ОН	Meigs	ชบ
SHELTER - BASHAN SITE	Bashan	ОН	Meigs	BU
FOUNDATIONS - BASHAN SITE	Bashan	ОН	Meigs	CE
TOWER -BASHAN SITE	Bashan	OH	Meigs	LI
ROAD - BASHAN SITE	Bay St Louis	MS	Harrison	CB
CROSS MATRIX SWITCH-BAY ST. L-	Bay St Louis	MS	Harrison	CE
RADIO EQUIPMENT-BAY ST.LOUS-CA	Bay St Louis	MS	Harrison	CE
MICRO VAX - BAY ST. LOUIS - CA	Bay St Louis	MS	Harrison	CE
COMPUTER/SMACU - BAY ST. LOUIS	Bay St Louis	MS	Harrison	CE
ANTENNA - BAY ST. LOUIS SITE	Bay St Louis	MS	Harrison	CE
CROSS MATRIX SWITCH - BAY ST.	Bay St Louis	MS	Harrison	CE
RADIO EQUIPMENT - BAY ST.LOUIS	Bay St Louis	MS	Harrison	CE
MICRO VAX - BAY ST. LOUIS SITE	Bay St. Louis	MS	Harrison	BU
SHELTER - BAY ST. LOUIS-CAP.IN	Bay St. Louis		Harrison	BU
FUEL TANK - BAY ST. LOUIS SIT	Bay St. Louis		Harrison	BU
FENCE - BAY ST. LOUIS	Bay St. Louis		Harrison	BU
SHELTER - BAY ST. LOUIS SITE	Bay St. Louis		Harrison	ВU
SITE PREPARATION - BAY ST. LOU	Bay St. Louis		Harrison	ΒU
FOUNDATIONS - BAY ST. LOUIS SI	Bay St. Louis		Harrison	Ll
ROAD - BAY ST. LOUIS SITE	Bayou Goula		Iverville	Pai CE
CROSS MATRIX SWITCH-BAYOU G-CA	Bayou Goula		Iverville	
1250 VA POWER SUPPLY	Bayou Goula		Iverville	Pat CE
MICRO VAX - BAYOU GOULA - CAP.	Bayou Goula		Iverville	
RADIO EQUIPMENT-BAYOU GOULA-CA	Bayou Goula		lverville	Pai CE
(I) CHANNEL-BAYOU GOULA	Bayou Goula		lverville	Pai CE
ANTENNA - BAYOU GOULA SITE CROSS MATRIX SWITCH - BAYOU GO	Bayou Goule		Iverville	Pat CE
MICRO VAX - BAYOU GOULA SITE	Bayou Goula		Iverville	Par CE
RADIO EQUIPMENT - BAYOU GOULA	Bayou Goula		Iverville	Pai CE
SHELTER - BAYOU GOULA - CAP.IN	Bayon Goula			Par BU
FUEL TANK - BAYOU GOULA SITE	Bayou Goule			Pa BU
FENCE - BAYOU GOULA SITE	Bayou Goul		Iverviile	Pat BU
SITE PREPARATION - BAYOU GOULA	Bayou Goul			Pai BU
SHELTER - BAYOU GOULA SITE	Bayou Goul	a LA		e Pas BU
FOUNDATIONS - BAYOU GOULA SITE	Bayou Goul			e Pai BU
	Bayou Goul	a LA		e Pai CE
GENERATOR TOWER - BAYOU GOULA SITE	Bayou Gou			e Pai CE
ROAD - BAYOU GOULA SITE	Bayou Gou	la LA	Ivervill	e Pai LI
MICRO VAX - BEDFORD SITE CAP.	Bedford	KY		
RADIO EQUIPMENT CAP, INT.	Bedford	KY		
COMPUTER/SMACU - BEDFORD SITE	Bedford	K.		
ANTENNA - BEDFORD SITE	Bedford	K	/ Trimbl	e CE

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CROSS MATRIX SWITCH - BEDFORD	Bedford	KY		CE
MICRO VAX - BEDFORD SITE	Bedford	KY	4 (11)	CE
RADIO EQUIPMENT - BEDFORD SITE	Bedford	KΥ		CE
FUEL TANK - BEDFORD SITE	Bedford	ΚY	4.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	BU
FENCE - BEDFORD SITE	Bedford	ΚY	4.11	BU
FOUNDATIONS - BEDFORD SITE	Bedford	KY		BU
SHELTER - BEDFORD SITE	Bedford	KY	. , , , , , , , , , , , , , , , , , , ,	BU
TOWER - BEDFORD SITE	Bedford	KY	Trimble	CE
Labor & Freight for Build-Out	Brown's Hill	ME	Cumberland	
Exciter	Brown's Hill	MB	Cumberland	
Power Amplifier	Brown's Hill	ME	Cumberland	
Receiver	Brown's Hill	ME	Cumberland	
TNT	Brown's Hill	ME	Cumberland	
Duplexor	Brown's Hill	ME	Cumberland	
Power Supply	Brown's Hill	ME	Cumberland	
Build-Out Mini Cabinet	Brown's Hill	ME	Cumberland	
AMTS Turnkey System Installation	Brown's Hill	ME	Cumberland	
AMTS Turnkey System Installation	Brown's Hill	ME	Cumberland	
CROSS MATRIX SWITCH-BROWNSVLE-	Brownsville	TX	Willacy	CB
RADIO EQUIPMENT-BROWNSVLE-CAP.	Brownsville	ΤX	Willacy	CB
MICRO VAX - BROWNSVLB - CAP. I	Brownsville	TX	Willacy	CB
ADD COST REDUNDANCY PROJECT	Brownsville	Тx	Willacy	CB
COMPUTER/SMACU - BROWNSVILLE	Brownsville	TX	Willacy	CE
ANTENNA - BROWNSVILLE	Brownsville	ΤX	Willacy	CE
CROSS MATRIX SWITCH-BROWNSVILL	Brownsville	TX	Willacy	CE
RADIO EQUIPMENT - BROWNSVILLE	Brownsville	TX	Willacy	CE
CROSS MATRIX SWITCH-BRYANT-CAP	Bryant	IA	Jackson	CB
RADIO EQUIPMENT- BRYANT - CAP.	Bryant	ĭΑ	Jackson	CE
MICRO VAX - BRYANT - CAP. INT.	Bryant	IA	Jackson	CE
COMPUTER/SMACU - BRYANT	Bryant	IA	Jackson	CE
(I) CHANNEL-BRYANT	Bryant	1A	Jackson	CE
ANTENNA - BRYANT	Bryant	IA	Jackson	CE
CROSS MATRIX SWITCH - BRYANT	Bryant	IA	Jackson	CE
RADIO EQUIPMENT - BRYANT	Bryant	IA	Jackson	CB
SHELTER - BRYANT - CAP. INT.	Bryant	lA	Jackson	BU
FUEL TANK - BRYANT SITE	Bryant	IA	Jackson	BU
SITE PREPARATION - BRYANT	Bryant	IA	Jackson	Ua
SITE PREPARATION - PEORIA SITE	Bryant	IA.	Jackson	BU
FOUNDATIONS - BRYANT	Bryant	1A	Jackson	BU
SHELTER - BRYANT	Bryant	IA	Jackson	BU
TOWER - BRYANT SITE	Bryant	lA	Jackson	CE
CSU/DSU- Buck Mtn	Buck Mtn	OR		CE
Site Equipment - Day Wireless Site - PA	Buck Mtn	OR		CE
Site Equipment - Day Wireless Site - PA	Capital Peak			
Labor & Freight for Build-Out	Clearwater	FL,	Pinellas	CE
Exciter	Clearwater	FL	Pinellas	CE
Power Amplifier	Clearwater	FL	Pinellas	CE
Receiver	Clearwater	FL		CE .
TNT	Clearwater	FL		CE
Duplexor	Clearwater	FL		CE
Power Supply	Clearwater	FL		CE
Build-Out Mini Cabinet	Clearwater	FL	Pinellas	CE
# = # * * * * * * * * * * * * * * * * *				

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	Clearwater F.	L	Pinellas (CE
AMTS Turnkey System Installation	Corpus Christi T	_		CE
CROSS MAT SWITCH-CORP CHRIS-CA	Corpus Christi T		• • • • • • • • • • • • • • • • • • • •	CE
RADIO EQUIPMENT-CORP CHRIS -CA	Corpus Christi T			CE
MICRO VAX - CORP CHRIS - CAP.	Corpus Christi T			CE
ADD COST REDUNDANCY PROJECT	Corpus Christi T			CE
COMPUTER/SMACU - CORPUS CHRIST	Corpus Christi T			CE
ANTENNA - CORPUS CHRISTI	Corpus Christi T			CE
CROSS MATRIX SWITCH-CORPUS CHR			,	CE
RADIO EQUIPMENT - CORPUS CHRIS	Corpus Christi T			CE
MICRO VAX - CORPUS CHRISTI		CA	San Bernand	
Site Equipment - SoCal Site - PA	Crestline C Diamond Bluff \			CE
CROSS MATRIX SWITCH-DIA BLUFF-	Diamond Bluff \		Pierce	CE
RADIO EQUIPMENT-DIA. BLUFF-CA			Pierce	CE
MICRO VAX -DIA. BLUFF - CAP. I	Diamond Bluff \ Diamond Bluff \		Pierce	CE
COMPUTER/SMACU - DIAMOND BLUFF	Diamond Bluff \		Pierce	CB
(1) CHANNEL-DIAMOND BLUFF	Diamond Bluff		Pierce	CE
ANTENNA - DIAMOND BLUFF	Diamond Bluff		Pierce	CE
CROSS MATRIX SWITCH -DIAMOND B	Diamond Bluff		Pierce	CE
RADIO EQUIPMENT - DIAMOND BLUF	Diamond Bluff		Pierce	CE
MICRO VAX - DIAMOND BLUFF	Diamond Bluff	17/1 13/1	Pierce	BU
SHELTER - DIAMOND BLUFF - CAP.	Diamond Bluff Diamond Bluff		Pierce	BU
FUEL TANK - DIAMOND BLUFF SITE			Pierce	BU
FENCE - DIAMOND BLUFF SITE	Diamond Bluff		Pierce	BU
SITE PREPARATION - DIAMOND BLU	Diamond Bluff Diamond Bluff		Pierce	BU
FOUNDATIONS - DIAMOND BLUFF			Pierce	CE
TOWER - DIAMOND BLUFF SITE	Diamond Bluff	CA	Riverside	CE
Site Equipment - SoCal Site - PA	20011111111	KY	Crittenden	
CROSS MATRIX SWITCH-FORD FERY-	10140101		Crittenden	
MICRO VAX -FORDS FERRY - CAP.I	Fords Ferry	KY KY	Crittenden	
RADIO EQUIPFORDS FERRY-CAP.I	Fords Perry	KY	Crittenden	
1250 VA POWER SUPPLY	Fords Ferry	Кy	Crittenden	
COMPUTER/SMACU -FORDS FERRY SI	Fords Ferry	KY	Crittenden	
(1) CHANNEL-FORD'S FERRY	Fords Ferry	KY	Crittenden	
ANTENNA -FORDS FERRY SITE	Fords Ferry	KY	Crittenden	
CROSS MATRIX SWITCH-FORDS FER	Fords Ferry	KY	Crittenden	
MICRO VAX -FORDS FERRY SITE	Fords Ferry	KY	Crittenden	
RADIO EQUIPMENT -FORDS FERRY S	Fords Ferry	KY	Crittenden	
SHELTER -FORDS FERRY - CAP.INT	Fords Ferry	KY	Crittenden	
FUEL TANK - FORDS FERRY SITE	Fords Ferry	KY	Crittenden	
FOUNDATIONS -FORDS FERRY SITE	Fords Ferry	KY	Crittender	
FENCE - FORDS FERRY SITE	Fords Ferry	KY	Crittender	
SITE PREPARATION -FORDS FERRY	Fords Ferry	KY	Crittender	
SHELTER -FORDS FERRY SITE	Fords Ferry	KY	Crittender	
TOWER - FORDS FERRY SITE	Fords Ferry	KY	Crittender	
ROAD - FORDS FERRY SITE	Fords Ferry	TN	Lauderda	
CROSS MATRIX SWITCH-FULTON -CA	Fulton Fulton	ŤN	Lauderda	
MICRO VAX -FULTON SITE - CAP.I		TN		
RADIO EQUIPMENT-PULTON SITE-CA	Fulton Pulton	TN		
COMPUTER/SMACU - FULTON SITE	Fulton	TN		
(1) CHANNEL-FULTON	Fulton Fulton	TN		
CROSS MATRIX SWITCH - FULTON S	Fuiton Fuiton	TN		
antenna - Fulton Site	runon	***		

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MICRO VAX - FULTON SITE	Fulton		Lauderdale	
RADIO EQUIPMENT - FULTON SITE	Fulton		Lauderdale	CE
SHELTER - FULTON SITE - CAP.IN	Fulton	TN	Lauderdale	
FUEL TANK - FULTON SITE	Fulton	TN	Lauderdale	
FENCE - FULTON SITE	Fulton	TN	Lauderdale	
SITE PREPARATION - FULTON SITE	Fulton	TN	Lauderdale	
FOUNDATIONS - FULTON SITE	Fulton	TN	Lauderdale	
SHELTER - FULTON SITE	Fulton	TN	Lauderdale	
GENERATOR-FULTON	Fulton	TN	Lauderdale	
TOWER - FULTON SITE	Fulton	TN	Lauderdale	
Site Equipment - Day Wireless Site - PA	Gold Mtn	WA	Kitsap	CE
CROSS MATRIX SWITCH-GREENVL-CA	Oreenville	MS	Washington	CE
MICRO VAX -GREENVILLE- CAP, IN	Greenville	MS	Washington	CE
RADIO EQUIPMENT- GREENVILLE-CA	Greenville	MS	Washington	CB
COMPUTER/SMACU - GREENVILLE SI	Greenville	MS	Washington	CE
ANTENNA - GREENVILLE SITE	Greenville	MS	Washington	CE
CROSS MATRIX SWITCH - GREENVIL	Greenville	MS	Washington	CE
MICRO VAX - GREBNVILLE SITE	Greenville	MS	Washington	CE
RADIO EQUIPMENT - GREENVILLE S	Greenville	MS	Washington	CE
SHELTER -GREENVILLE SITE-CAP.	Greenville	MS	Washington	ı BU
FUEL TANK - GREENVILLE SITE	Greenville	MS	Washington	ı BU
FENCE - GREENVILLE SITE	Greenville	MS	Washington	ı BU
SHELTER - GREEMVILLE SITE	Greenville	MS	Washingto	n BU
SITE PREPARATION - GREENVILLE	Greenville	MS	Washingto	n BU
FOUNDATIONS - GREENVILLE SITE	Greenville	MS	Washingto	n BU
GENERATOR-GREENVILLE	Greenville	MS	Washingto	n CE
TOWER - GREENVILLE SITE	Greenville	MS	Washingto	n CE
ROAD - GREENVILLE SITE	Greenville	MS	Washingto	
CROSS MATRIX SWTCH-HANNIBAL-CA	Hannibal	MO	Ralls	CE
MICRO VAX-HANNIBAL SITE- CAP.	Hannibal	MO	Ralls	CE
RADIO EQUIP-HANNIBSL SITE-CAP.	Hannibal	MO	Ralls	CE
COMPUTER/SMACU -HANNIBAL SITE	Hannibal	MO	Rails	CE
(1) CHANNEL-HANNIBAL	Hannibal	MO	Ralls	CE
CROSS MATRIX SWITCH-HANNIBAL S	Hannibal	MO	Ralls	CE
ANTENNA -HANNIBAL SITE	Hannibai	MO	Ralls	CE
MICRO VAX -HANNIBAL SITE	Hannibal	MO	Ralls	CE
RADIO EQUIPMENT -HANNIBAL SITE	Hanniba i	MO	Ralls	CE
SHELTER -HANNIBAL SITE-CAP. IN	Hannibal	MO	Ralls	BU
FUEL TANK -HANNIBAL SITE	Hannibal	MO	Rails	BU
SHELTER HANNIBAL SITE	Hannibal	МО		BU
FOUNDATIONS -HANNIBAL SITE	Hannibal	MO	Ralls	BU
SITE PREPARATION -HANNIBAL SIT	Hannibal	MO	Ralls	BU
TOWER -HANNIBAL SITE	Hannibal	MO	Ralls	CE
CROSSMATRIX SWITCH-HARSHAVL-CA	Harshaville	PA	Beaver	CE
MICRO VAX-HARSHAVILLE SITE-CAP	Harshaville	PA	Beaver	CE
RADIO EQUIP-HARSHAVILLE- CAP.	Harshaville	PA	Beaver	CE
COMPUTER/SMACU -HARSHAVILLE SI	Harshaville	PA	Beaver	CE
ANTENNA -HARSHAVILLE SITE	Harshaville	PA		CE
CROSS MATRIX SWITCH-HARSHAVILL	Harshaville	PA		CE
MICRO VAX -HARSHAVILLE SITE	Harshaville	PA	Beaver	CE
RADIO EQUIPMENT-HARSHAVILLE SI	Harshaville	PA		CE
SHELTER-HARSHAVILLE SITE-CAP.	Harshaville	PA:	Beaver	BU
OUEP! EV-HUVOHILLIAND				

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			Decemb	BU
FUBL TANK -HARSHAVILLE SITE	A Juli di Juli	PA	Beaver	BU
SHELTER -HARSHAVILLE SITE	2240.00	PA	Beaver	BU
FOUNDATIONS -HARSHAVILLE SITE	11010110.111	PA	Beaver	CE
TOWER -HARSHAVILLE SITE	1101011011	PA	Beaver	LI
ROAD - HARSHAVILLE SITE	1101011011011	PA	Beaver	
Site Ronipment - SoCal Site - PA	TAMODOS IVE	CA	Los Angeles	
CROSS MATRIX SWITCH-HEBBARD-CA	***************************************	KΥ	Henderson	
MICRO VAX-HEBBARDSVILLE- CAP.I	***************************************	KΥ	Henderson	
RADIO EQUIPHEBBARDSVILLE-CAP	***************************************	ΚY	Henderson	
COMPUTER/SMACU -HEBBARDSVILLE	Hebbardsville	KY	Henderson	
TOWER - HEBBARDSVILLE SITE	Hebbardsville	KY	Henderson	
(I) CHANNEL-HEBBARDSVILLE	Hebbardsville	KY	Henderson	
ANTENNA - HEBBARDSVILLE SITE	Hebbardsville	KY	Henderson	
CROSS MATRIX SWITCH- HEBBARDSV	Hebbardsville	KY	Henderson	
MICRO VAX - HEBBARDSVILLE SITE	Hebbardsville	KY	Henderson	
RADIO EQUIPMENT-HEBBARDSVILLE	Hebbardsville	KY	Henderson	
SHELTER -HEBBARDSVILLE- CAP.IN	Hebbardsville	KY	Henderson	
FUEL TANK - HEBBARDSVILLE SITE	Hebbardsville		Henderson	
PENCE -HEBBARDSIILLE SITE	Hebbardsville	KY	Henderson	
FOUNDATIONS - HEBBARDSVILLE SI	Hebbardsville	KΥ	Henderson	
SITE PREPARATION-HEBBARDSVILLE	Hebbardsville	KY	Henderson	
ROAD -HEBBARDSVILLE SITE	Hebbardsville	ΚY	Henderson	
SHELTER - HEBBARDSVILLE SITE	Hebbardsville	KY	Henderson	
MICRO VAX - HICKMAN SITE	Hickman	TN	Obion	ÇE
RADIO EQUIPMENT - HICKMAN SITE	Hickman	TN	Obion	CE
COMPUTER/SMACU - HICKMAN SITE	Hickman	TN	Oblon	CB
(I) CHANNEL-HICKMAN	Hickman	TN	Obion	CE
CROSS MATRIX SWITCH - HICKMAN	Hickman	TN	Obion	CE
ANTENNA - HICKMAN SITE	Hickman	TN	Obion	CE
MICRO VAX - HICKMAN SITE	Hickman	TN	Obion Obion	CE
RADIO EQUIPMENT - HICKMAN SITE	Hickman	TN	Obion	BU
PUEL TANK - HICKMAN SITE	Hickman	TN	Obion	BU
PENCE - HICKMAN SITE	Hickman	TN	Obion	BU
SHELTER - HICKMAN SITE	Hickman	TN	Obion	BU
FOUNDATIONS - HICKMAN SITE	Hickman	TN	Obion	BU
SITE PREPARATION - HICKMAN	Hickman	TN	Obion	CE
GENERATOR-HICKMAN	Hickman	TN	Obion	CE
TOWER - HICKMAN SITE	Hickman		Vermilio	
CROSS MATRIX SWITCH-INTRACSTL-	Intracoastal C		Vermilio	
RADIO EQUIPMENT -INTRACSTAL-CA	Intracoastal C		Vermilio	
MICRO VAX -INTRACOASTAL- CAP.I	Intracoastal C		Vermilio	
1250 VA POWER SUPPLY	Intracoastal (-	Vermilio	
COMPUTER/SMACU - INTRACOASTAL	Intracoastal (Vermilio	
ANTENNA - INTRACOASTAL SITE	Intracoastal (Vermilio	
TOWER - INTRACOASTAL SITE	Intracoastal (Vermilie	
CROSS MATRIX SWITCH-INTRACOAST	Intracoastal			
RADIO EQUIPMENT - INTRACOASTAL	Intracoastal			
MICRO VAX - INTRACOASTAL SITE	Intracoastal			
SHELTER -INTRACOASTAL- CAP.INT	Intracoastal			
FUEL TANK - INTRACOASTAL SITE	Intracoastal	City L.A		
ROAD - INTRACOASTAL SITE	Intracoastal			
SHELTER - INTRACOASTAL SITE	II.L. HOOMIU			

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SITE PREPARATION - INTRACOASTA	Intracoastal City	LA	Vermilion P LI	
		FL	Duval CE	š
Labor & Freight for Build-Out		PL	Duval CF	3
Exciter		FL	Duval CH	Ţ.
Power Amplifier		FL	Duvai CE	3
Receiver	Jacksonville	FL	Duval CI	3
TNT	Jacksonville	FL	Duval Cl	3
Duplexor	Jacksonville	FL	Duval Cl	3
Power Supply	Jacksonville	FL	Duval Cl	В
Build-Out Mini Cabinet	Joaquin Ridge	CA	Fresno C	B
Site Equipment - Day Wireless Site - PA	Joliet .	IL	Will C	B
CROSS MATRIX SWITCH-JOLIET-CAP	Joliet	IL	Will C	B
MICRO VAX -JOLIET SITE- CAP. I	Joliet	IL	Will C	Б
COMPUTER/SMACU-JOLIET SITE	Joliet	IL	WIII C	E
RADIO EQUIPMENT - JOLIET SITE	Joliet	iL	will C	E
ANTENNA - JOLIET SITE	Joliet	īL	Will C	E
(2) CHANNEL-JOLIET	Joliet	IL.		E
CROSS MATRIX SWITCH -JOLIET SI	Joliet	IL		E
MICRO VAX -JOLIET SITE	Lake Charles	LA	Cameron Pa C	
CROSS MATRIX SWITCH-LAKE CHAS-	Lake Charles	LA	Cameron Pa C	
RADIO EQUIPMENT-LAKE CHAS-CAP	Lake Charles	LA	Cameron Pa C	
MICRO VAX - LAKE CHARLES - CAP	Lake Charles	LA	Cameron Pa	
COMPUTER/SMACU - LAKE CHARLES	Lake Charles	LA	Cameron Pa	
(1) CHANNEL-LAKE CHARLES	Lake Charles	LA	Cameron Pa	
ANTENNA - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
CROSS MATRIX SWITCH - LAKE CHA	Lake Charles	LA	Cameron Pa	
RADIO EQUIPMENT - LAKE CHARLES	Lake Charles	LA	Cameron Pa	
MICRO VAX - LAKE CHARLES SITE		LA	Cameron Pa	
SHELTER - LAKE CHARLES- CAP.IN	Lake Charles	LA	Cameron Pa	
FUEL TANK - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
FENCE - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
SITE PREPARATION - LAKE CHARLE	Lake Charles	LA	Cameron Pa	
SHELTER - LAKE CHARLES SITE	Lake Charles	LA	Cameron Pa	
FOUNDATIONS - LAKE CHARLES SIT	Lake Charles		Cameron Pa	
TOWER - LAKE CHARLES SITE	Lake Charles		Cameron Pa	
ROAD - LAKE CHARLES SITE	Lake Charles	IN	Floyd	CB
MICRO VAX - LANESVILLE SITE	Lanesville	IN	Ployd	CB
RADIO EQUIPMENT - CAP. INT.	Lanesville	IN	Floyd	CE
COMPUTER/SMACU - LANESVILLE SI	Lanesville	IN	Floyd	CE
ANTENNA - LANESVILLE SITE	Lanesville	IN	Floyd	CE
CROSS MATRIX SWITCH - LANESVIL	Lanesville	IN	Floyd	CE
MICRO VAX - LANESVILLE SITE	Lanesville	IN	Floyd	CE
RADIO EQUIPMENT - LANESVILLE S	Lanesville Lanesville	IN	Floyd	ВU
SHELTER - LANESVILLE SITE CAP.		lN	Floyd	ВU
FUEL TANK - LANESVILLE SITE	Lanesville	IN	Floyd	BU
FENCE - LANESVILLE SITE	Lanesville	IN	Floyd	BU
FOUNDATIONS - LANESVILLE SITE	Lanesville	IN	-	BU
SHELTER - LANESVILLE SITE	Lanesville	IN		BU
SITE PREPARATION - LANESVILLE	Lanesville	IN	• .	CB
TOWER - LANESVILLE SITE	Lanesville			LI
ROAD - LANESVILLE SITE	Lanesville	IN		
CROSS MATRIX SWITCH-LANSING-CA	Lansing	IA		
RADIO EQUIPMENT - LANSING- CAP	Lansing	IA	Anamakee	. ندن

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MICRO VAX - LANSING SITE- CAP.	Lansing	IA	Allamakee	
ADD COST-REDUNDANCY PROJECT	Lansing	IA	Allamakee	
COMPUTER/SMACU - LANSING SITE	Lansing	ĭA	Allamakee	
CROSS MATRIX SWITCH - LANSING	Lansing	IA	Allamakee	
ANTENNA - LANSING SITE	Lansing	IA	Allamakee	
RADIO EQUIPMENT - LANSING SITE	Lansing	IA	Allamakee	
MICRO VAX - LANSING SITE	Lansing	IA	Allamakee	
SHELTER - LANSING SITE- CAP.IN	Lansing	ΙA	Allamakee	
FUEL TANK - LANSING SITE	Lansing	IA	Allamakee	
SITE PREPARATION - LANSING SIT	Lansing	IA	Allamakee	
FENCE - LANSING SITE	Lansing	ĬΑ	Allamakee	
FOUNDATIONS - LANSING SITE	Lansing	ĮΑ	Allamakee	
SHELTER - LANSING SITE	Lansing	1A	Allamakee	
TOWER - LANSING SITE	Lansing	ΙA	Allamakee	
ROAD - LANSING SITE	Lansing	ΙA	Allamakee	
CROSS MATRIX SWITCH-LETITIA-CA	Letitia	KΥ	Greenup	CE
MICRO VAX -LETITIA SITE- CAP.	Letitia	ΚY	Greenup	CE
RADIO BQUIPMENT-LBTITIA- CAP.I	Letitia	ΚY	Greenup	CE
COMPUTER/SMACU -LETITIA SITE	Letitia	ΚY	Greenup	CB
COMPUTERSMACO -DETITION	Letitia	KY	Greenup	CE
ANTENNA -LETITIA SITE CROSS MATRIX SWITCH-LETITIA SI	Letitia	KY	Greenup	CE
CROSS MATRIX SWITCH-LETTIA GI	Letitia	KY	Greenup	CE
MICRO VAX -LETITIA SITE	Letitia	ΚY	Greenup	CB
RADIO EQUIPMENT -LETITIA SITE	Letitia	KY	Greenup	BU
SHELTER -LETITIA SITE-CAP. INT	Letitia	KY	Greenup	₿U
PUEL TANK -LETITIA SITE		KY	Greenup	ВU
SITE PREPARATION - LETITIA SITE	Letitia	ΚY	Greenup	BU
FENCE - LETITA	Letitia	Кy	Greenup	ВU
FOUNDATIONS - LETITIA SITE	Letitia	ΚY	Greenup	BU
SHELTER -LETITIA SITE	Letitia	ΚY	Greenup	CE
TOWER -LETITA SITE	Livingston Pl	(WA	Clark	CE
Site Equipment - Day Wireless Site - PA	Loma Prieta	CA	Santa Cla	ra CE
Site Equipment - Day Wireless Site - PA	Manassas	VA	Prince Wi	III CE
Labor & Freight for Bulld-Out		VA	Prince W	
Tait Radio - inc exciter, power amp, & receiver-	Manassas	VA	Prince W	
TNT	Manassas	VA	Prince W	illi CE
Duplexor	Manassas	VA	Prince W	IIII CE
Build-Out Mini Cabinet	Mismi	FL	Miami-D	
Labor & Freight for Build-Out	Miami	FL	Miami-D	
Exciter	Miami	FL	Miami-D	adı CB
Power Amplifier	Mlami.	FL	Miami-D	ade CE
Receiver	Miami	FL	Miami-D	
TNT	Miami	FL		
Duplexor	Miami	FL		ade CE
Power Supply	Miami	FL		Dadi CE
Build-Out Mini Cabinet	Miami	FL		
AMTS Turnkey System Installation	Midway	IL		
CROSS MATRIX SWTCH- MIDWAY-CAP		IL		CE
MICRO VAX- MIDWAY SITE- CAP. I	Midway	IL		CE
RADIO EQUIP MIDWAY SITE-CAP.	Midway	IL	•	
1250 VA POWER SUPPLY	Midway	IL		
COMPUTER/SMACU - MIDWAY SITE	Midway	IL		
(1) CHANNEL-MIDWAY	IMIOWAY	,,,,		

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			v /	·17
ANTENNA - MIDWAY SITE	Midway	1L		E E
CROSS MATRIX SWITCH - MIDWAY S	Midway	IL		Œ
MICRO VAX - MIDWAY SITE	Midway	IL.		CB
RADIO EQUIPMENT - MIDWAY SITE	Midway	IL		au BU
SHELTER- MIDWAY SITE-CAP. INT.	Midway	IL.	11,220000	รบ รับ
FUEL TANK - MIDWAY SITE	Midway	IL		3U
FENCE - MIDWAY SITE	Midway	IL.		3U
SHELTER - MIDWAY SITE	Midway	IL	1110000-	CE
TOWER - MIDWAY SITE	Midway	IL.	1.1200	Ll
ROAD - MIDWAY SITE	Midway	IL	A.H	CE
CROSS MATRIX SWITCH-MOBILE-CAP	Mobile	AL	11240111	CE
RADIO EQUIPMENT-MOBILE SITE-CA	Mobile	AL	******	CE
MICRO VAX -MOBILE SITE- CAP. I	Mobile	AL	1.704	CE
COMPUTER/SMACU -MOBILE SITE	Mobile	AL AL	.,	CE
ANTENNA - MOBILE SITE	Mobile	AL		CE
CROSS MATRIX SWITCH -MOBILE SI	Mobile	AL		CB
RADIO EQUIPMENT - MOBILE SITE	Mobile	AL	*******	CE
MICRO VAX -MOBILE SITE	Mobile	LA.	Assumption	
CROSS MATRIX SWITCH-MORG CITY-	Morgan City	MO	Assumption	
MICRO VAX -MORGAN CITY- CAP.IN	Morgan City	LA	Assumption	
RADIO EQUIPMENT-MORGAN CITY-CA	Morgan City	LA	Assumption	
COMPUTER/SMACU - MORGAN CITY S	Morgan City	LA	Assumption	
(I) CHANNEL-MORGAN CITY	Morgan City	LA	Assumption	
ANTENNA - MORGAN CITY SITE	Morgan City	LA	Assumption	
CROSS MATRIX SWITCH-MORGAN CIT	Morgan City	LA	Assumption	
MICRO VAX - MORGAN CITY SITE	Morgan City	LA	Assumption	
RADIO EQUIPMENT - MORGAN CITY	Morgan City	LA	Assumption	
SHELTER -MORGAN CITY- CAP.INT.	Morgan City	LA	Assumption	
FUEL TANK - MORGAN CITY SITE	Morgan City	LA	Assumption	
FENCE - MORGAN CITY	Morgan City Morgan City	LA	Assumption	
FOUNDATIONS - MORGAN CITY	Morgan City	LA	Assumption	
TOWER - MORGAN CITY SITE	Morgan City	LA	Assumption	
ROAD - MORGAN CITY SITE	Mt Adelaide	CA	Kern	CE
Site Equipment - Day Wireless Site - PA	Mt Baldy	OR	Jackson	CB
Site Equipment - Day Wireless Site - PA	Mt Baldy	OR	Jackson	CB
Site Equipment - Day Wireless Site - PA	Mt Constituti		San Juan	CB
Site Equipment - Day Wireless Site - PA	Mt Lukens	CA	Los Angelo	
CSU/DSU- Mt Lukens	Mt Lukens	CA	Los Angele	
Site Equipment - SoCal Site - PA	Mt Stephens		San Diego	
Site Equipment - SoCal Site - PA	Mt Woodson		San Diego	
Site Equipment - SoCal Site - PA	Myrtle Beach		Нотгу	CE
Labor & Freight for Build-Out	Myrtle Beac		Horry	CB
Exciter	Myrtle Beac		Horry	CE
Power Amplifier	Myrtle Beac		Horry	CE
Receiver	Myrtle Beac		Horry	CE
TNT	Myrtle Beac		Horry	CE
Duplexor	Myrtle Beac		Horry	CE
Power Supply	Myrtle Beac		Horry	CE
Build-Out Mini Cabinet 216-225 5.25dB Fiberglass Antenna	Myrtle Bear		Horry	CE
CROSS MATRIX SWITCH-NATCHEZ-CA	Natchez	MS	Adams	CE
MICRO VAX - NATCHEZ SITE- CAP.	Natchez	MS	Adams	CE
MICKU VAA - NA LONDA GITB- OIT.				

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		340	Adams	CE .	
RADIO EQUIPMENT- NATCHEZ- CAP	Natohez	MS MS	Adams	CE	
COMPUTER/SMACU - NATCHEZ SITE	Natchez		Adams	CE	
(1) CHANNEL-NATCHEZ	Natchez	MS MS	Adams	CE	
ANTENNA - NATCHEZ SITE	Natchez		Adams	CE	
CROSS MATRIX SWITCH - NATCHEZ	Natchez	MS	Adams	CB	
MICRO VAX - NATCHEZ SITE	Natchez	MS		CB	
RADIO EQUIPMENT - NATCHEZ SITE	Natchez	MS	Adams	BU	,
SHELTER -NATCHEZ SITE - CAP.IN	Natchez	MS	Adams	BU	
FUEL TANK - NATCHEZ SITE	Natchez	MS	Adams	BU	
FENCE - NATHEZ SITE	Natchez	MS	Adams	BU	
SHELTER - NATCHEZ SITE	Natchez	MS	Adams	BU	
SITE PREPARATION - NATCHEZ SIT	Natchez	MS	Adams		
GENERATOR	Natchez	MS	Adams	CE .	
TOWER - NATCHEZ SITE	Natchez	MS.	Adams	CE	
ROAD - NATCHEZ SITE	Natchez	MS	Adams	LI	
CROSS MATRIX SWITCH- NEEL -CAP	Neel	OH	Adams	CE	
MICRO VAX -NEEL SITE- CAP. INT	Neel	OH	Adams	CE	107 45 "
RADIO EQUIPMENT-NEEL SITE-CAP.	Necl	OH	Adams	CE	1 .4.
1250 VA POWER SUPPLY	Neel	OH	Adams	CB	
COMPUTER/SMACU - NEEL SITE	Neel	OH	Adams	CE	•
(I) CHANNEL-NEEL	Neel	OH	Adams	CE	
ANTENNA - NEEL SITE	Neel	OH	Adams	CE	
CROSS MATRIX SWITCH - NEEL SIT	Neel	OH	Adams	CE	
MICRO VAX -NEEL SITE	Neel	ОН	Adams	CE	
RADIO EQUIPMENT - NEEL SITE	Neel	ОH	Adams	CE	
SHELTER - NEEL SITE-CAP, INT.	Neel	ÓН	Adams	ВŲ	- 177
FUEL TANK - NEBL SITE	Neel	OH	Adams	BU	•
SITE PREPARATION - NEEL SITE	Neel	OH	Adams	BU	
FOUNDATIONS - NEEL SITE	Neel	OH	Adams	BU	
SHELTER - NEEL SITE	Neel	OH	Adams	BU	
TOWER - NEEL SITE	Neel	ОН	Adams	CE	
Labor & Freight for Build-Out	New Bern	NC	Carteret	CE	
Exciter	New Bern	NC	Carteret	CE	
Power Amplifier	New Bern	NC	Carteret	CB	
Receiver	New Bern	NC	Carteret	CE	
TNT	New Bern	NC	Carteret	CB	
Duplexor	New Bern	NC	Carteret	CE	
Power Supply	New Bern	ИC	Carteret	CE	
Build-Out Mini Cabinet	New Bern	NC	Carteret	CE	
216-225 5.25dB Fiberglass Antenna	New Bern	ИC	Carteret	CE	
216-225 5.25dB Fiberglass Antenna	New Bern	NC	Carteret	CB	
AMTS Turnkey System Installation	New Bern	NC	Carteret	CE	
CROSS MATRIX SWITCH-NEW MAT-CA	New Matam	nora: OH	Monroe	CE	
MICRO VAX-NEW MATAMORAS- CAP.	New Matam	10ra: OH	Monroe	CE	
RADIO EQUIPNEW MATAMORAS- CA	New Maten	nora: OH	Monroe	CE	
COMPUTER/SMACU -NEW MATAMOTAS	New Matan	nora: OH	Monros	CE	
ANTENNA -NEW MATAMORAS	New Matan	nora: OH	Monroe	CE	
CROSS MATRIX SWITCH-NEW MATAMO	New Matan	nora: OH	Monroe	CE	F 19 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
MICRO VAX -NEW MATAMORAS	New Matan	nora: OH	Monroe	CE	
RADIO EQUIPMENT - NEW MATAMORA	New Matar	nora: OH	Monroe	CE	
SHELTER-NEW MATAMORAS-CAP. INT	New Matar			BU	
FUEL TANK -NEW MATAMORAS	New Matar	mora: OH	Monroe	BU	
A CHARLES THE COMMENT OF THE CO.					

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FENCE -NEW MATAMORAS	New Matamora: OH		U
SITE PREPARATION -NEW MATAMORA	New Matamora: OH	Monroe B	Ŭ
SHELTER -NEW MATAMORAS	New Matamora: OH	Monroe B	U
POUNDATIONS -NEW MATAMORAS	New Matamora: OH	Monroe E	U
TOWER -NEW MATAMORAS	New Matamora: OH	Monroe C	æ
NEW MATAMORAS SITE 5.1390 AC	New Matamora: OH	Monroe L	.A
ROAD - NEW MATAMORAS	New Matamora: OH	Monroe L	J.
CROSS MATRIX SWITCH-NEW ORL-CA	New Orleans LA	Jefferson Pa C	CE
MICRO VAX - NEW ORLEANS - CAP.	New Orleans LA	Jefferson Pa	CE
1250 VA POWER SUPPLY	New Orleans LA	Jefferson Pa (CE
RADIO EQUIPMENT-NEW ORLEANS-CA	New Orleans LA	Jefferson Pa	CE
COMPUTER/SMACU - NEW ORLEANS S	New Orleans LA	Jefferson Pa	CE
ANTENNA - NEW ORLBANS SITE	New Orleans LA	Jefferson Pa	CB
CROSS MATRIX SWITCH - NEW ORLE	New Orleans LA	Jefferson Pa	CE
MICRO VAX - NEW ORLEANS SITE	New Orleans LA	Jefferson Pa	CE
RADIO EQUIPMENT - NEW ORLEANS	New Orleans LA	Jefferson Pa	CE
SHELTER - NEW ORLEANS - CAP.IN	New Orleans LA	Jefferson Pal	ยบ
SHRLIBK - MEM OKTOWNS - ONLIN	New Orleans LA	Jefferson Pa	
FUEL TANK - NEW ORLEANS SITE	New Orleans LA	Jefferson Pa	BU
FENCE - NEW ORLEANS SITE	New Orleans LA	Jefferson Pa	BU
SITE PREPARATION - NEW ORLEANS	New Orleans LA	Jefferson Pa	
SHELTER - NEW ORLEANS SITE	New Orleans LA	Jefferson Pa	
FOUNDATIONS - NEW ORLEANS SITE	New Orleans LA	Jefferson Pa	CE
GENERATOR	New Orleans LA	Jefferson Pa	
TOWER - NEW ORLEANS SITE	New Orleans LA	Jefferson Pa	
ROAD - NEW ORLEANS SITE	New York City NY	New York	
Labor & Freight for Build-Out	New York City NY	New York	
Exciter	New York City NY	New York	
Power Amplifier	New York City NY	New York	
Receiver	New York City NY	New York	
TNT	New York City NY	New York	
Duplexor	New York City NY	New York	
Power Supply	New York City NY	New York	
Build-Out Mini Cabinet		New York	
216-225 5.25dB Fiberglass Antenna	New York City NY	-	
AMTS Turnkey System Installation	New York City NY Nicholson KY		CE
CROSS MATRIX SWTCH-NICHOLSN-CA	, .,		CB
MICRO VAX-NICHOLSON SITE- CAP.			CE
RADIO EQUIPNICHOLSON SITE-CA	, , , , , , , , , , , , , , , , , , , ,		CE
COMPUTER/SMACU - NICHOLSON SIT	Nicholson KY Nicholson KY		CE
ANTENNA - NICHOLSON SITE			CE
CROSS MATRIX SWITCH - NICHOLSO	111021010011		CE
MICRO VAX - NICHOLSON SITE	1110110111011		CE
RADIO EQUIPMENT - NICHOLSON SI	111011010071		BU
SHELTER-NICHOLSON SITE-CAP. IN	11/011010-11		BU
FUEL TANK - NICHOLSON SITE	Nicholson K		BU
FENCE - NICHOLSON SITE	Nicholson K		BU
SITE PREPARATION - NICHOLSON S	Nicholson K		
FOUNDATIONS - NICHOLSON SITE	Nicholson K		BU BU
SHELTER - NICHOLSON SITE	Nicholson K		CE
TOWER - NICHOLSON SITE	Nicholson K		LI
ROAD - NICHOLSON SITE	Nicholson K		CE
CROSS MATRIX SWITCH-OAK RDG-CA	Oak Ridge M	S Warren	CE

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MICRO VAX -OAK RIDGE SITE-CAP.	Oak Ridge			CE	
RADIO EQUIPMENT-OAK RIDGE -CAP	Oak Ridge	MS	,,	CE	
COMPUTER/SMACU - OAK RIDGE SIT	Oak Ridge	MS	.,	CE	
ANTENNA - OAK RIDGE SITE	Oak Ridge	MS		CE	
CROSS MATRIX SWITCH - OAK RIDG	Oak Ridge	MS		CE	
MICRO VAX - OAK RIDGE SITE	Oak Ridge	MS	Warren	CB	
RADIO EQUIPMENT - OAK RIDGE SI	Oak Ridge	MS	Warren	CE	
SHELTER - OAK RIDGE - CAP.INT.	Oak Ridge	MS	Warren	BU	
FUEL TANK - OAK RIDGE SITE	Oak Ridge	MS	Warren	BU	
FENCE - OAK RIDGE SITE	Oak Ridge	MS	Warren	BU	
FOUNDATIONS - OAK RIDGE SITE	Oak Ridge	MS	Warren	BU	
SHELTER - OAK RIDGE SITE	Oak Ridge	MS	Warren	BU	
SITE PREPARATION - OAK RIDGE S	Oak Ridge	MS	Warren	BU	
GENERATOR	Oak Ridge	MS	Warren	CE	
TOWER - OAK RIDGE SITE	Oak Ridge	MS	Warren	CE	
ROAD - OAK RIDGE SITE	Oak Ridge	MS	Warren	LI	
CSU/DSU- Oakland Switch	Oakland	CA	Alameda	CE	
CSU/DSU- Oakland Switch	Oakland	CA	Alameda	CE	1881 189
PCM Card- Oakland Switch	Oakland	CA	Alameda	CB	
Site Equipment - SoCal Site - PA	Oat Min	CA	Los Angele		
I shor & Preight for Build-Out	Orlando	FL	Orange	CB	
Tait Radio - inc exciter, power amp, & receiver-	Orla: Orlando	FL	Orange	CE	
TNT	Orlando	FL	Orange	CB	
Duplexor	Orlando	FL	Orange	CB	
Build-Out Mini Cabinet	Orlando	FL	Orange	CE	
CROSS MATRIX SWITCH-OTTOWA-CAP	Ottowa	IL	LaSalle	CE	
RADIO EQUIPMENT-OTTOWA SITE-CA	Ottowa	ΙL	LaSalle	CB	
MICRO VAX -OTTOWA SITE- CAP. I	Ottowa	IL	LaSalle	CE	
COMPUTER/SMACU -OTTOWA SITE	Ottowa	ΙL	LaSalle	CE	
(1) CHANNEL-OTTAWA	Ottowa	1L	LaSalle	CB	
ANTENNA - OTTOWA SITE	Ottowa	IL	LaSalle	CE	
CROSS MATRIX SWITCH -OTTOWA SI	Ottowa	IL	LaSalle	CE	
RADIO EQUIPMENT - OTTOWA SITE	Ottowa	ΙL	LaSalle	CE	
MICRO VAX -OTTOWA SITE	Ottowa	IL	LaSalle	CE	
SHELTER - OTTOWA SITE-CAP. INT	Ottowa	ΪL	LaSalle	BU	
FUEL TANK -OTTOWA SITE	Ottowa	IL	LaSalle	BU	
FENCE - OTTOWA SITE	Ottowa	ΙL	LaSalio	BU	
SITE PREPARATION - OTTAWA SITE	Ottowa	IL	LaSaile	BU BU	
FOUNDATIONS - OTTAWA SITE	Ottowa	ΙĽ	LaSalle	BU	
SHELTER - OTTOWA SITE	Ottowa	ΙĻ	LaSalle	CE	
TOWER -OTTOWA SITE	Ottowa	IL	LaSalle Santa Ro	-	
CROSS MATRIX SWITCH-PENSACOLA	Pensacola	FL			
RADIO EQUIPMENT-PENSCOLA -CA	Pensacola	FL	Santa Ro		
MICRO VAX -PENSACOLA - CAP. I	Pensacola	FL	Santa Ro Santa Ro		
COMPUTER/SMACU -PENSACOLA	Pensacola	FL	Santa Ro		
ANTENNA - PENSACOLA SITE	Pensacola	FL	Santa Ro		
CROSS MATRIX SWITCH -PENSACOLA	Pensacola	FL			2.79(3)
RADIO EQUIPMENT - PENSACOLA	Pensacola	FL FL			
MICRO VAX -PENSACOLA	Pensacola	FL FL			
SHELTER - PENSCOLA -CAP. INT	Pensacola				
FUEL TANK -PENSACOLA SITE	Pensacola	FL FL		osa BU	
FENCE - PENSACOLA	Pensacola	r.L	Jama IV	J., 20	

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SHELTER - PENSCOLA SITE	Pensacola	FL	Santa Rosa	
FOUNDATIONS - PENSACOLA SITE	Pensacola	FL	Santa Rosa	
SITE PREPARATION - PENSCOLA SI	Pensacola	FL	Santa Rosa	
TOWER -PENSACOLA SITE	Pensacola	FL	Santa Rosa	
ROAD - PENSACOLA SITE	Pensacola	FL	Santa Rosa	
CROSS MATRIX SWITCH-PEORIA-CAP	Peoria	IL	Peoria	CE CE
RADIO EQUIPMENT-PEORIA SITE-CA	Peoria	IL	Peoria	
MICRO VAX -PEORIA SITE- CAP. I	Peoria	IL	Peoria	CE
COMPUTER/SMACU -PEORIA SITE	Peoria	IL	Peoria	CE
(I) CHANNEL-PEORIA	Peoria	IL.	Peoria	
ANTENNA - PEORIA SITE	Peoria	IL.	Peoría	CE CE
CROSS MATRIX SWITCH -PEORIA SI	Peoria	IL.	Peoria	CE
RADIO EQUIPMENT - PEORIA SITE	Peoria	IL	Peoria	
MICRO VAX -PEORIA SITE	Peoria	IL	Peoria	CE BU
SHELTER - PEORIA SITE-CAP. INT	Peoria	IL	Peoria	BU
FUEL TANK -PEORIA SITE	Peoria	IL.	Peoria	BU
FENCE - PEORIA SITE	Peoria	IL	Peoria	BU.
FOUNDATIONS - PEORIA SITE	Peoria	ΙL	Peoria	BU
SHELTER - PEORIA SITE	Peoria	IL.	Peoria	CE
TOWER -PEORIA SITE	Peoria	IL	Peoria	
Labor & Freight for Build-Out	Philadelphia	PA	Philadelph	
Exciter	Philadelphia	PA	Philadelph	
Power Amplifier	Philadelphia	PA	Philadelph	
Receiver	Philadelphia	PA	Philadelph	
TNT	Philadelphia	PA	Philadelph	
Power Supply	Philadelphia	·PA	Philadelph	
Build-Out Mini Cabinet	Philadelphia	PA	Philadelph	
216-225 5.25dB Fiberglass Antenna	Philadelphia	PA	Philadelpl	
AMTS Turnkey System Installation	Philadelphia	PA	Philadelpl	
Site Equipment - Day Wireless Site - PA	Prospect	OR	Marion	CB
Site Equipment - Day Wireless Site - PA	Rainer Hill	WA	Thurston	CE
Site Equipment - SoCal Site - PA	Red Mtn	CA	Ventura	CE
Site Equipment - SoCal Site - PA	Red Mtn	CA	San Bern	
Labor & Freight for Build-Out	Rehobeth	MA	Bristol	CE
Exciter	Rehobeth	MA	Chileron	CE
Power Amplifier	Rehobeth	MA	Bristol	CB
Receiver	Rehobeth	MA	Bristol	
TNT	Rehobeth	MA		CE
Power Supply	Rehobeth	MA		CE
Build-Out Mini Cabinet	Rehobeth	MA		CE
AMTS Turnkey System Installation	Rehobeth	MA		
CROSS MATRIX SWITCH-RBYNOLDS-C	Reynolds	IL.	Rock Isla	
MICRO VAX - REYNOLDS - CAP.INT	Reynolds	IL	Rock Isl	
RADIO EQUIPMENT-REYNOLDSY-CAP	Reynolds	IL	Rock Isl	
COMPUTER/SMACU - REYNOLDS SITE	Reynolds	iL	Rock Isl	
ANTENNA - REYNOLDS SITE	Reynolds	IL	Rock Isl Rock Isl	
CROSS MATRIX SWITCH-REYNOLDS	Reynolds	IL		
MICRO VAX - REYNOLDS SITE	Reynolds	IL	Rock Isl	and CE
RADIO EQUIPMENT - REYNOLDS SIT	Reynolds	IL	Rock Is	
SHELTER - REYNOLDS - CAP.INT.	Reynolds	IL		land BU
FUEL TANK - REYNOLDS SITE	Reynolds	1L		land BU
SITE PREPARATION - REYNOLDS SI	Reynolds	ır	KOCK 15	IGIIU DU

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FENCE - REYNOLDS	Reynolds	IL	Rock Island	
SHELTER - REYNOLDS SITE	Reynolds	IL.	Rock Island	
FOUNDATIONS - REYNOLDS CITY	Reynolds	IL.	Rock Island	
TOWER - REYNOLDS SITE	Reynolds	JL.	Rock Island	
ROAD - REYNOLDS SITE	Reynolds	ĭL	Rock Island	
Labor & Freight for Build-Out	Richmond	٧A	Henrico	CE
Tait Radio - inc exciter, power amp, & receiver- Ric	h Richmond	VA	Henrico	CE
TNT	Richmond	VA	Henrico	CE
Duplexor	Richmond	VA	Henrico	CE
Build-Out Mini Cabinet	Richmond	VA	Henrico	CE
CROSS MATRIX SWITCH-RIDGEWY-CA	Ridgeway	MN	Winona	CE
RADIO EQUIP RIDGEWAY SITE-CA	Ridgeway	MN	Winona	CE
MICRO VAX-RIDGEWAY SITE- CAP.	Ridgeway	MN	Winona	CE
ADD COST REDUNDANCY PROJECT	Ridgeway	MN	Winona	
COMPUTER/SMACU -RIDGEWAY SITE	Ridgeway	MN	Winona	CE CE
(1) CHANNEL-RIDGEWAY	Ridgeway	MN	Winona	CE
ANTENNA -RIDGEWAY SITE	Ridgeway	MN	Winona	CE
CROSS MATRIX SWITCH-RIDGEWAY	Ridgeway	MN	Winona	CE
RADIO EQUIPMENT - RIDGEWAY SIT	Ridgeway	MN	Winona	
MICRO VAX -RIDGEWAY SITE	Ridgeway	MN	Winona	CB BU
SHELTER -RIDGEWAY SITE-CAP. IN	Ridgeway	MN	Winona	BU
FUEL TANK -RIDGEWAY SITE	Ridgeway	MN	Winona	BU
FENCE -RIDGEWAY SITE	Ridgeway	MN	Winona	BU
SITE PREPARATION -RIDGEWAY SIT	Ridgeway	MN	Winona	
SHELTER -RIDGEWAY SITE	Ridgeway	MN	Winona	BU
FOUNDATIONS -RIDGEWAY SITE	Ridgeway	MN	Winona	BU
TOWER -RIDGEWAY SITE	Ridgeway	MN	Winona	CE
CROSS MATRIX SWITCH-SABINE P-C	Sabine Pass	TX	Jefferson	CE
RADIO EQUIPMENT-SABINE PASS-CA	Sabine Pass	TX	Jefferson	CE
MICRO VAX -SABINE PASS- CAP. I	Sabine Pass	TX	Jefferson	CE
1250 VA POWER SUPPLY	Sabine Pass	TX	Jefferson	CE
COMPUTER/SMACU - SABINE PASS	Sabine Pass	TX	Jefferson	CE
(1) CHANNEL-SABINE PASS	Sabine Pass	TX	Jefferson Jefferson	CE
ANTENNA - SABINE PASS	Sabine Pass	TX	Jefferson	CE
CROSS MATRIX SWITCH -SABINE PA	Sabine Pass	TX	Jefferson	CE
RADIO EQUIPMENT - SABINE PASS	Sabine Pass	TX	Jefferson	CE
MICRO VAX - SABINE PASS	Sabine Pess	ΤX		CE
CSU/DSU- Santiago	Santiago	CA CA	Orange Orange	CE
Site Equipment - SoCal Site - PA	Santiago			CE
Site Equipment - SoCal Site - PA	Santiago	ÇA CA	Orange Orange	CE
Site Equipment - SoCal Site - PA	Santiago	TX	Matagord	-
CROSS MATRIX SWITCH-SARGENT-CA	Sargent	TX	Matagord	
RADIO EQUIPMENT - SARGENT- CAP	Sargent	TX	Matagord	
MICRO VAX - SARGENT SITE- CAP.	Sargent	TX	Matagoro	
ADD CPST REDUNDANCY PROJECT	Sargent	TX	Matagore	
COMPUTER/SMACU - SARGENT SITE	Sargent	TX	Matagore	
ANTENNA - SAROBNT SITE	Sargent		:. Màtagore	
CROSS MATRIX SWITCH - SARGENT	Sargent	TX		
RADIO EQUIPMENT - SARGENT SITE	Sargent	TX		
MICRO VAX - SARGENT SITE	Sargent	TX		
SHELTER - SARGENT SITE- CAP.IN	Sargent	TX		
FUEL TANK - SARGENT SITE	Sargent	17	14444BOI	0

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	Caucont	TX	Matagorda	BU
FENCE - SARGENT SITE	Sargent	TX	Matagorda	
SITE PREPARATION - SARGENT SIT	Sargent	TX	Matagorda	
SHELTER - SARGENT SITE	Sargent Sargent	TX	Matagorda	
FOUNDATIONS - SARGENT SITE	Sargent	TX	Matagorda	
TOWER - SARGENT SITE	Sargent	TX	Matagorda	
ROAD - SARGENT SITE	-	TX	Matagorda	
TOWER - SARGENT SITE	Sargent Shadyside	OH	Belmont	CE
CROSS MATRIX SWTCH-SHADYSID-CA	Shadyside Shadyside	OH	Belmont	CB
MICRO VAX-SHADYSIDE SITE- CAP.	Shadyside	OH	Belmont	CE
RADIO EQUIPSHAYDSIDE SITE-CA	Shadyside Shadyside	OH	Belmont	CE
COMPUTER/SMACU-SHADYSIDE SITE		OH	Belmont	CE
CROSS MATRIX SWITCH -SHADYSIDE	Shadyside	OH	Belmont	CB
MICRO VAX -SHADYSIDE SITE	Shadyside	OH	Belmont	CE
ANTENNA -SHADYSIDE SITE	Shadysid e Shadysid e	OH	Belmont	CE
RADIO EQUIPMENT-SHADYSIDE SITE		ОН	Belmont	BU
SHELTER-SHADYSIDE SITE-CAP. IN	Shadyside	OH	Belmont	BU
FUEL TANK -SHADYSIDE SITE	Shadyside	OH.	Belmont	BU
FENCE - SHADYSIDE	Shadyside	OH	Belmont	BU
SITE PREPARATION-SHADYSIDE SIT	Shadyside	OH	Belmont	BU
FOUNDATIONS -SHADYSIDE SITE	Shadyside	OH	Belmont	вU
SHELTER -SHADYSIDE SITE	Shadyside	OH	Belmont	CE
TOWER -SHADYSIDE SITE	Shadyside	MS	Coahoma	CE
CROSS MATRIX SWITCH-SHERARD-CA	Sherard	MS MS	Coahoma	CE
MICRO VAX-SHERARD SITE- CAP. 1	Sherard	MS	Coahoma	CE
RADIO EQUIPMENT-SHERARD -CAP.I	Sherard	MS	Coahoma	CE
COMPUTER/SMACU - SHERARD SITE	Sherard		Coahoma	CE
ANTENNA - SHERARD SITE	Sherard	MS.	Coahoma	CE
CROSS MATRIX SWITCH - SHERARD	Sherard	MS	Coahoma	CE
MICRO VAX - SHERARD SITE	Sherard	MS MS	Coahoma	CE
RADIO EQUIPMENT - SHERARD SITE	Sherard		Coahoma	BU
SHELTER -SHERARD SITE-CAP. INT	Sherard	MS	Coahoma	BU
FUEL TANK - SHERARD SITE	Sherard	MS	Coahoma	BU
FENCE - SHERARD SITE	Sherard	MS MS	Coahoma	BU
SHELTER - SHERARD SITE	Sherard	MS		BU
SITE PREPARATION - SHERARD SIT	Sherard	*****	Coahoma	BU
FOUNDATIONS - SHERARD SITE	Sherard	MS	Coahoma	CE
GENERATOR-SHERARD	Sherard	MS MS	Coahoma	CE
TOWER - SHERARD SITE	Sherard	MS	Coahoma	LI
ROAD - SHERARD SITE	Sherard		Dubuque	CE
CROSS MATRIX SWITCH-SHERRIL-CA	Sherril	IA	Dubuque	CE
RADIO EQUIPMENT - SHERRIL- CAP	Sherril	JA	Dubuque	CE
MICRO VAX - SHERRIL SITE- CAP.	Sherril	IA	Dubuque	CE
ADDITIONAL COST-REDUNDANCY PRO	Sherril	IA IA	Dubuque	CE
COMPUTER/SMACU - SHERRIL SITE	Sherril	IA IA	•	
(1) CHANNEL-SHERRILL	Sherril		Dubuque Dubuque	
ANTENNA - SHERRIL SITE	Sherril	IA IA	Dubuque	
CROSS MATRIX SWITCH - SHERRIL	Sherril		•	
RADIO EQUIPMENT - SHERRIL SITE	Sherril	· M.JA· IA	Dubuque Dubuque	
MICRO VAX - SHERRIL SITE	Sherril		Dubuque	
SHELTER - SHERRIL SITE- CAP.IN	Sherril	lA		
FUEL TANK - SHERRIL SITE	Sherril	IA IA	Dubuque Dubuque	
FENCE - SHERRIL SITE	Sherril	IA	Danadae	, ,,,

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	Sherril	IA	Dubuque	ยน
SITE PREPARATION - SHERRIL SIT	Sherril	ΪÁ		BU
FOUNDATIONS - SHERRIL SITE	Sherril	IA		BU
SHELTER - SHERRIL SITE	Sherrii	IA	Dubuque	CE
TOWER - SHERRIL SITE	Sherril	IA	Dubuque	LI
ROAD - SHERRIL SITE	Suffolk	٧A	Suffolk City	
Labor & Freight for Build-Out	Suffolk	VA	Suffolk City	
Exciter	Suffolk	٧A	Suffolk City	
Power Amplifier	Suffolk	VA	Suffolk City	
Receiver		VA	Suffolk City	
TNT	Suffolk	VA VA	Suffolk City	
Duplexor	Suffolk	VA VA	Suffolk City	
Power Supply	Suffolk	٧A	Suffolk City	
Build-Out Mini Cabinet	Suffolk	TX	Galveston	CE
CROSS MATRIX SWITCH-TXS CITY-C	Texas City	TX	Galveston	CE
RADIO EQUIPMENT-TEXAS CITY-CAP	Texas City		Galveston	CE
MICRO VAX -TEXAS CITY- CAP. IN	Texas City	ΤX	Galveston	CE
COMPUTER/SMACU - TEXAS CITY	Texas City	TX	Galveston	CE
ANTENNA - TEXAS CITY	Texas City	TX	Galveston	CE
(2) CHANNEL-TEXAS CITY	Texas City	TX		CE
CROSS MATRIX SWITCH - TEXAS CI	Texas City	TX	Galveston	
RADIO EQUIPMENT - TEXAS CITY	Texas City	TX	Galveston	CE
MICRO VAX - TEXAS CITY	Texas City	тX	Galveston	CE
Site Equipment - Day Wireless Site - PA	Tiger Mtn	WA	King	CE
CROSS MATRIX SWTCH-UN, STAR-CA	Union Star	KY	Breckinrid	_
MICRO VAX-UNION STAR SITE- CAP	Union Star	KY	Breckinrid	•
RADIO EQUIP-UNION STAR SITE-CA	Union Star	KY	Breckinrid	_
COMPUTER/SMACU - UNION STAR SI	Union Star	KY	Breckinrid	_
(1) CHANNEL-UNION STARR	Union Star	KΥ	Breckinrld	-
ANTENNA - UNION STAR SITE	Union Star	KY	Breckinrid	_
CROSS MATRIX SWITCH-UNION STAR	Union Star	ΚY	Breckinrid	-
MICRO VAX - UNION STAR SITE	Union Star	KY	Breckinrid	-
RADIO EQUIPMENT - UNION STAR S	Union Star	KY	Breckinrld	-
SHELTER-UNION STAR SITE-CAP. I	Union Star	KY	Breckinrid	_
FUEL TANK - UNION STAR SITE	Union Star	KY	Breckinric	
FENCE - UNION STAR SITE	Union Star	KY	Breckinric	_
FOUNDATIONS - UNION STAR SITE	Union Star	KY	Breckinric	-
SHELTER - UNION STAR SITE	Union Star	KY	Breckinric	-
SITE PREPARATION -UNION STAR S	Union Star	KY	Breckinric	~
TOWER - UNION STAR SITE	Union Star	KY	Breckinri	-
GENERATOR	Venice	LA	Plaquemi	
TELEPHONE EQUIPMENT	Venioc	LA	Piaquemi	
1250 VA POWER SUPPLY	Venice	LA	Plaquemi	
MICRO VAX COMPUTER	Venice	LA	Plaquemi	
ANTENNA	Venice	LA	Plaquemi	ne: CE
CROSS MATRIX SWITCH	Venice	LA	Plaquemi	
RADIO EQUIPMENT	Venice	LA	Plaquemi	
FUEL TANK	Venice	LA	Plaquem	
SHELTER	Venice?	LA		
SITE PREPARATION	Venice	LA	•	
CROSS MATRIX SWITCH-WATERLO-CA	Waterloo	ΙL	Monroe	CB
MICRO VAX-WATERLOO SITE- CAP.	Waterloo	IL	Monroe	CE
RADIO EQUIPWATERLOO SITE-CA	Waterloo	IL	Monroe	CE
Who page : "Himble of the all				

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COMPUTER/SMACU - WATERLOO SITE	Waterloo	IL.	Monroe	CE
CROSS MATRIX SWITCH - WATERLOO	Waterloo	IL	Monroe	CB
ANTENNA - WATERLOO SITE	Waterloo	IL	Monroe	CE
MICRO VAX - WATERLOO SITE	Waterloo	IL	Monroe	CE
RADIO EQUIPMENT - WATERLOO SIT	Waterloo	ΙL	Monroe	CE
SHELTER -WATERLOO SITE-CAP. IN	Waterloo	IL	Monroe	BU
FUEL TANK - WATERLOO SITE	Waterloo	1L	Monroe	BU
PENCE - WATERLOO SITE	Waterloo	IL	Monroe	BU
FOUNDATIONS - WATERLOO SOTE	Waterloo	IL	Monroe	BU
SHELTER - WATERLOO SITE	Waterloo	ΙL	Monroe	BU
SITE PREPARATION - WATERLOO SI	Waterloo	IL	Monroe	BŲ
TOWER - WATERLOO SITE	Waterloo	ΙL	Monroe	CE
ROAD - WATERLOO SITE	Waterloo	IL.	Monroe	LI
Labor & Freight for Build-Out	West Palm B	eat FL	Palm Beac	h CE
Exciter	West Palm B	eat FL	Palm Beac	h CE
Power Amplifier	West Paim B	eat FL	Palm Beac	h CB
Receiver	West Palm B	eac FL	Palm Beac	h CB
TNT	ragios. West Palm B	eat FL	Palm Bear	h CB
Duplexor	West Palm B	eat FL	Palm Beac	h CE
Power Supply	West Palm B	ea(FL	Palm Beac	h CB
Build-Out Mini Cabinet	West Palm B	eat FL	Palm Bear	ch CB
AMTS Turnkey System Installation	West Palm B		Palm Bea	ch CB
AMIS I milkey System metamenton				

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•					Class Ma	44 4246	3. PMMH	

Maritime Communications/Land Mobile, LLC In re

Debtor(s)

***AMENDED SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns).

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

		Hus	band, Wife, Joint or Community					ļ.
CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above)	CODEBTOR	C I M	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONFINCENT	DELLOUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.	-		***12/30/05					
C. CHRIS DUPREE ATT'N: PATRICK B. TRAMMELL P. O. BOX 11063	x	NA	2nd Security Position; See Attachment 1 for Description of Collateral					
BIRMINGHAM, AL 35202-1063	^		VALUE ***\$46,530,000.00				\$2,782,293.06	***\$0.00
ACCOUNT NO.	T		***Cash Advances '10 & '11					
COLLATERAL PLUS FUND 1, LP 102 WOODMONT BLVD. STE. 302 NASHVILLE, TN 37205		N A	4th Security Position; See Attachment 1 for Description of Collateral VALUE ***\$46,530,000.00				\$369,125.74	\$0.00

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B6D (Official Form 6D) (12/07) - Cont.
In re Maritime Communications/Land Mobile, LLC

11-13463-DWH Case No.

***AMENDED SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS (Continuation Sheet)

	Т Т	Husi	pand, Wife, Joint or Community		<u> </u>			
CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above)	CODEBTOR	H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.			07/02/10					
NRTC 2121 COOPERATIVE WAY HERNDON, VA 20171		N A	Security Agreement 3rd Security Position; See Attachment 1 for Description of Collateral VALUE ***\$46,530,000.00				\$1,150,000.00	\$0.00
ACCOUNT NO.	+	 	***03/31/05 & Subsequent	Τ	T			
PINNACLE NATIONAL BANK 150 THIRD AVE, S. STE, 800 NASHVILLE, TN 37201	x	N A	Renewals Security Agreement 1st Security Position; See Attachment 1 for Description of Collateral					\$0.0
	_	_	VALUE ***\$46,530,000.00	-	+	-	\$8,920,106.13	\$0.0
R. HAYNE HOLLIS III ATT'N: PATRICK B. TRAMMELL P. O. BOX 11063	×	N A						
BIRMINGHAM, AL 35202-1063	^		VALUE ***\$46,530,000.00				\$2,784,293.06	\$0.0
ACCOUNT NO.	7		***12/30/05	-				
WATSON & DOWNS, LLC ATT'N: PATRICK B. TRAMMELL P. O. BOX 11063 BIRMINGHAM, AL 35202-1063	>	N						
			VALUE ***\$46,530,000.00	<u>)</u>			\$2,784,293.00	
			Total(s) (Use only on last page)				\$18,790,111.0	φυ.

(Use only on last page)

(Report also on Summary of Schedules) If applicable, report also on Statistical Summary of Certain Liabilities and Related Case 11-13463-DWH Doc 668-2 Filed 09/25/12 Entered 09/25/12 13:39:07 Desc Exhibit A - Pt 2 Page 25 of 25

	Case 11-13463-DWH	Doc 171 F	Filed 11/15/11 cument Page	Entered 11/ 34 of 34	/15/11 17	:09:41 Desc M	ain
In re	Maritime Communications/	Land Mobile, LLC	C Debtor(s)		Case No.	11-13463-DWH	

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS Attachment 1

All equipment, inventory, accounts, chattel paper, deposit accounts, rights under leases, and all funds credited thereto, negotiable documents, instruments, investment property, letter of credit rights, construction materials, fixtures, construction and architectural contracts, general intangibles and all goods; whether any of the foregoing is now or hereafter owned, held, acquired, or in existence; and all proceeds thereof.

APPEAL

U.S. Bankruptcy Court Northern District of Mississippi (Aberdeen) Bankruptcy Petition #: 11-13463-DWH

Assigned to: Judge David W. Houston III Chapter 11 Voluntary Asset

Debtor
Maritime Communications/Land Mobile, LLC

PO Box 1076 Columbus, MS 39703 LOWNDES-MS Tax ID / EIN: 20-2956909

U.S. TrusteeU. S. Trustee501 East Court Street, Suite 6-430Jackson, MS 39201601-965-5241

Creditor Committee
Justin Shelton
811 6th Avenue North
Columbus, MS 39701
662-364-0007

Creditor Committee
Wilshire & Grannis LLP
Jonathan Mirsky
1200 Eighteenth Street NW
Washington, DC 20036
(202) 730-1310

Creditor Committee
Sexton, Inc
Britt Sexton
P.O. Box 369
Decatur, AL 35602
256-355-3660

Creditor Committee
The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC

c/o Burr & Forman LLP 420 North 20th Street Suite 3400 Birmingham, AL 35203 205-251-3000 represented by Craig M. Geno

Date filed: 08/01/2011

Craig M. Geno, PLLC Post Office Box 3380 Ridgeland, MS 39158-3380

601-427-0048

Email: cmgeno@cmgenolaw.com

represented by Sammye S. Tharp

501 East Court Street Suite 6-430 Jackson, MS 39201 601-965-4142

Email: Sammye.S. Tharp@usdoj.gov

represented by Amanda M. Beckett

Burr & Forman LLP 420 20th Street North Suite 3400 Birmingham, AL 35203 205-251-3000 Email: abcokett@burr.com

Derek F. Meek
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203
205-458-5471
Fax: 205-458-5100
Email: dmeek@burr.com

Marc P. Solomon 420 North 20th Street, Suite 3400 Birminghan, AL 35203 205-458-5281

Fax: 205-458-5100 Email: msolomon@burr.com

Filing Date	#	Docket Text
	0	Chapter 11 Voluntary Petition. Chapter 11 Plan due by 11/29/2011. Disclosure Statement due by 11/29/2011. Government Proof of Claims due by 11/29/2011. (Geno, Craig)

MSD2661VE13463-DWH Doc 668-3 Filed 09/25/12 Entered 09/25/12 13:39:07Pa\$2686 46 Exhibit B - Pt 1 Page 2 of 23

08/01/2011	1	(Entered: 08/01/2011)
08/01/2011		Receipt of filing fee for Voluntary Petition (Chapter 11)(11-13463) [misc,volp11a] (1039.00). Receipt number 3283447, amount \$1039.00. (U.S. Treasury) (Entered: 08/01/2011)
08/03/2011	2	Order and Notice of Deficiency in Re: Chapter 11 Matrix due 8/17/2011. Chapter 11 Verification of Matrix due by (8/17/2011. 20 Largest Unsecured Creditors due 8/17/2011. Entered on Docket by: (SFP) (Entered: 08/03/2011)
08/03/2011	3	Order for Segregation of Tax Deposits. Entered on Docket by: (SFP) (Entered: 08/03/2011)
08/03/2011	4	Order and Notice of Deficiency in Re: Statement of Financial Affairs due 8/17/2011. Atty Disclosure Statement due 8/17/2011. Summary of schedules due 8/17/2011. Schedule A due 8/17/2011. Schedule B due 8/17/2011. Schedule D due 8/17/2011. Schedule E due 8/17/2011. Schedule F due 8/17/2011. Schedule G due 8/17/2011. Schedule H due 8/17/2011. List of Equity Security Holders due 8/17/2011. Deficiency or Objection to Case Dismissal due by 8/17/2011. Entered on Docket by: (SFP) (Entered: 08/03/2011)
08/04/2011	<u>5</u>	Notice to Submit Corporate Ownership Statement. Corporate Ownership Statement due 8/18/2011. Entered on Docke by: (SFP) (Entered: 08/04/2011)
08/05/2011	<u>6</u>	BNC Certificate of Service No. of Notices: 1. Service Date 08/05/2011. (Related Doc # 4) (Admin.) (Entered: 08/05/2011)
08/05/2011	7	BNC Certificate of Service No. of Notices: 2. Service Date 08/05/2011. (Related Doc # 3) (Admin.) (Entered: 08/05/2011)
08/06/2011	8	BNC Certificate of Service No. of Notices: 1. Service Date 08/06/2011. (Related Doc # 5) (Admin.) (Entered: 08/06/2011)
08/08/2011	9	Notice of Appearance and Request for Notice by Eric T. Ray Filed by Eric T. Ray on behalf of Central Virginia Electric Cooperative. (Ray, Eric) (Entered: 08/08/2011)
08/11/2011	<u>10</u>	Meeting of Creditors. The meeting of creditors has been scheduled for the 23rd day of September, 2011 at the Office of the U.S. Trustee located at Cochran U.S. Bankruptcy Courthouse, 703 Hwy 145 N., Room 105 in Aberdeen, MS a 11:30a.m. Entered on Docket by: (SFP) Modified on 8/16/2011 to recreate notice to all creditors on matrix. (Barker, Carrie). (Entered: 08/11/2011)
08/13/2011	<u>11</u>	BNC Certificate of Service No. of Notices: 3. Service Date 08/13/2011. (Related Doc # 10) (Admin.) (Entered: 08/13/2011)
08/15/2011	12	Creditor Matrix Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)2 Order and Notice of Deficiency of Chapter 11 Required Documents). (Geno, Craig) (Entered: 08/15/2011)
08/15/2011	<u>13</u>	Verification of Matrix Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)2 Order and Notice of Deficiency of Chapter 11 Required Documents). (Geno, Craig) (Entered: 08/15/2011)
08/17/2011	<u>14</u>	Corporate Ownership Statement Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)5 Notice to Submit Corporate Ownership Statement). (Geno, Craig) (Entered: 08/17/2011)
08/17/2011	<u>15</u>	Equity Security Holders Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)4 Order and Notice of Deficiency). (Geno, Craig) (Entered: 08/17/2011)
08/17/2011	<u>16</u>	20 Largest Unsecured Creditors Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)2 Order and Notice of Deficiency of Chapter 11 Required Documents). (Geno, Craig) (Entered: 08/17/2011)
08/17/2011	<u>17</u>	Disclosure of Compensation of Attorney for Debtor Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)4 Order and Notice of Deficiency). (Geno, Craig) (Entered: 08/17/2011)
08/17/2011	<u>18</u>	Motion Extend Time Within Which to File Required Documents (Statement of Financial Affairs and Schedules) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: 1 Proposed Order) (Geno, Craig) (Entered: 08/17/2011)
08/18/2011	<u>19</u>	Order Granting Motion to Extend Time (Related Doc # 18). Required documents due on 8/31/2011. Entered on Docket by: (SGF) (Entered: 08/18/2011)
08/18/2011		Missing Documents Deadlines Updated (RE: related document(s)4 Order and Notice of Deficiency). Entered on Docket by: (SGF) (Entered: 08/18/2011)

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08/18/2011	20	Document (Debtor's Resolution to File Ch. 11 Bankruptcy Case and Employ Bankruptcy Counsel) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)1 Voluntary Petition (Chapter 11) filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 08/18/2011)
08/18/2011	21	BNC Certificate of Service No. of Notices: 155. Service Date 08/18/2011. (Related Doc # 10) (Admin.) (Entered: 08/18/2011)
08/19/2011	<u>22</u>	Notice of Appearance and Request for Notice by Jim F. Spencer Jr. Filed by Jim F. Spencer Jr. on behalf of Southern California Regional Rail Authority. (Spencer, Jim) (Entered: 08/19/2011)
08/20/2011	23	BNC Certificate of Service No. of Notices: 1. Service Date 08/20/2011. (Related Doc # 19) (Admin.) (Entered: 08/20/2011)
08/22/2011	24	Document Filed by Jack Richards . Entered on Docket by: (SGF) (Entered: 08/22/2011)
08/23/2011	<u>25</u>	Notice of Appearance and Request for Notice by John W. Crowell Filed by John W. Crowell on behalf of John Reardon. (Crowell, John) (Entered: 08/23/2011)
08/29/2011	<u>26</u>	Creditor Request for Notices Filed by County of Kern . Entered on Docket by: (SGF) (Entered: 08/29/2011)
08/30/2011	<u>27</u>	Notice of Appearance and Request for Notice of Service of all Pleadings and Proceedings by James A. McCullough II Filed by James A. McCullough II on behalf of National Rural Telecommunications Cooperative. (McCullough, James) (Entered: 08/30/2011)
08/30/2011	<u>28</u>	Emergency Motion to Borrow <i>Emergency Motion to Authorize Financing Pursuant to 11 U.S.C. Section 364</i>) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 08/30/2011)
08/31/2011	<u>29</u>	CAUTION: HEARING RESET. SEE ENTRY 30 FOR CORRECT TIME/DATE/LOCATION. Hearing Set On (RE: related document(s) 28 Emergency Motion to Borrow Emergency Motion to Authorize Financing Pursuant to 11 U.S.C. Section 364) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 9/26/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 9/22/2011. Entered on Docket by: (SGF) Modified on 8/31/2011 (Barker, Carrie). (Entered: 08/31/2011)
08/31/2011		Court Certificate of Mailing; 9/1/2011 cc: Geno(RE: related document(s)29 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 08/31/2011)
08/31/2011	<u>30</u>	Order to Set/Reset Hearing (Re: <u>28</u> Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/9/2011 at 01:30 PM at Cochran U.S. Bankruptcy Courthouse. Responses due by 9/7/2011 by 4:00 p.m. Entered on Docket by: (SGF) (Entered: 08/31/2011)
08/31/2011	<u>31</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC, 30 Order to Set/Reset Hearing). (Geno, Craig) (Entered: 08/31/2011)
08/31/2011	32	Second Motion Extend Time Within Which to File Required Documents (Statement of Financial Affairs & Schedules) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: 1 Proposed Order) (Geno, Craig) (Entered: 08/31/2011)
09/01/2011	33	Proposed Order Filed by John W. Crowell on behalf of John Reardon. (Crowell, John) (Entered: 09/01/2011)
09/02/2011	<u>34</u>	Order on Ore Tenus Motion to Substitute Attorney Charles E Winfield for John Reardon. Terminated John W. Crowell . Entered on Docket by: (SGF) (Entered: 09/02/2011)
09/02/2011	<u>35</u>	Order Granting Motion to Extend Time (Related Doc # 32). Required documents due on 9/7/2011. Entered on Docket by: (SGF) (Entered: 09/02/2011)
09/02/2011		Missing Documents Deadlines Updated (RE: related document(s)4 Order and Notice of Deficiency). Entered on Docket by: (SGF) (Entered: 09/02/2011)
09/02/2011	<u>36</u>	Notice of Appearance and Request for Notice by John W. Crowell Filed by John W. Crowell on behalf of Oliver L. Phillips, Jr (Crowell, John) (Entered: 09/02/2011)
09/04/2011	<u>37</u>	BNC Certificate of Service No. of Notices: 2. Service Date 09/04/2011. (Related Doc # 34) (Admin.) (Entered: 09/04/2011)
09/04/2011	<u>38</u>	BNC Certificate of Service No. of Notices: 1. Service Date 09/04/2011. (Related Doc # 35) (Admin.) (Entered: 09/04/2011)
09/06/2011	<u>39</u>	Notice of Change of Address Filed by Ameren Illnois . Entered on Docket by: (SGF) (Entered: 09/06/2011)
		Motion to Appear pro hac vice Filed by R. Spencer Clift III on behalf of Southeastern Commercial Finance, LLC.

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09/06/2011	<u>40</u>	(Clift, R.) (Entered: 09/06/2011)
09/07/2011	<u>41</u>	The court hereby orders and directs R. Spencer Clift III to submit a proposed order (Re: <u>40</u> Motion to Appear pro hac vice filed by Creditor Southeastern Commercial Finance, LLC). Order Due by 9/21/2011 Entered on Docket by: (SGF) (Entered: 09/07/2011)
09/07/2011	<u>42</u>	Notice of Appearance and Request for Notice by William H. Leech Filed by William H. Leech on behalf of Verde Systems LLC, Skybridge Spectrum Foundation, Warren Havens, Telesaurus Holdings GB LLC, Intelligent Transportation & Monitoring LLC, Environmental LLC. (Leech, William) (Entered: 09/07/2011)
09/07/2011	43	Notice of Appearance and Request for Notice by Danny E. Ruhl Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Ruhl, Danny) (Entered: 09/07/2011)
09/07/2011	<u>44</u>	Objection Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Leech, William) (Entered: 09/07/2011)
09/07/2011	<u>45</u>	Objection to Debtor's Emergency Motion to Authorize Financing Pursuant to 11 U.S.C. Section 364 Filed by James A. McCullough II on behalf of National Rural Telecommunications Cooperative (RE: related document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (McCullough, James) (Entered: 09/07/2011)
09/07/2011	<u>46</u>	Statement of Financial Affairs Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)4 Order and Notice of Deficiency). (Geno, Craig) (Entered: 09/07/2011)
09/07/2011	<u>47</u>	Schedule A, Schedule B, Schedule D Schedule E Schedule F, Schedule G, Schedule H, Summary of Schedules Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)4 Order and Notice of Deficiency). (Attachments: 1 Pt. 22 Pt. 3) (Geno, Craig) (Entered: 09/07/2011)
09/07/2011	<u>48</u>	Response Filed by Sammye S. Tharp on behalf of U. S. Trustee (RE: related document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Tharp, Sammye) (Entered: 09/07/2011)
09/08/2011	<u>49</u>	Notice of Appearance and Request for Notice by John W. Crowell Filed by John W. Crowell on behalf of Spectrum Bridge, Inc (Crowell, John) (Entered: 09/08/2011)
09/08/2011	<u>50</u>	Notice of Appearance and Request for Notice by Charles E. Winfield Filed by Charles E. Winfield on behalf of John Reardon. (Winfield, Charles) (Entered: 09/08/2011)
09/08/2011	<u>51</u>	Notice of Appearance and Request for Notice and Service by Stephen W. Ragland Filed by Stephen W. Ragland on behalf of Pinnacle National Bank. (Ragland, Stephen) (Entered: 09/08/2011)
09/08/2011	<u>52</u>	CAUTION: ELECTRONIC SIGNATURE AND DOCUMENT SIGNATURE DO NOT MATCH. SEE DOCUMENT 53 FOR CORRECTION. Objection Filed by John T. Moses on behalf of Pinnacle National Bank (RErelated document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Moses, John) Modified on 9/9/2011 to remove link to doc 28. (Barker, Carrie). (Entered: 09/08/2011)
09/08/2011	<u>53</u>	Objection (Amended) Filed by John T. Moses on behalf of Pinnacle National Bank (RE: related document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Moses, John) (Entered: 09/08/2011)
09/09/2011	<u>54</u>	Motion to Establish Deadline for Debtor to Assume or Reject Asset Purchase Agreement Filed by Jim F. Spencer Jr. on behalf of Southern California Regional Rail Authority. (Attachments: 1 Exhibit Exhibit 1 to Motion Continued) (Spencer, Jim) (Entered: 09/09/2011)
09/09/2011	<u>55</u>	Document Verified Statement of Multiple Representation Filed by Danny E. Ruhl on behalf of Warren Havens RE: (related document(s)42 Notice of Appearance filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 43 Notice of Appearance filed by Creditor Warren Havens Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 09/09/2011)
09/09/2011	<u>56</u>	Motion to Appear pro hac vice of Stephen W. Ragland Filed by John T. Moses on behalf of Pinnacle National Bank. (Attachments: 1 Exhibit A - Certificate of Good Standing2 Proposed Order) (Moses, John) (Entered: 09/09/2011)
		Hearing Held. Bill Leech and Kristin Going to participate by telephone. Initial advance of \$50,000 from lender to debtor on interim basis is approved. Final hearing to be set before 30 days. Modification to be incorporated into the agreement. Mr. Reardon's employment must be approved by the court. However, his insurance premium may be paid prior to approval. Craig M. Geno to submit order. (RE: related document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 9/23/2011 Entered on Docket by: (JHH) (Entered:

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09/09/2011		09/12/2011)
09/12/2011	<u>57</u>	Order Granting Motion To Appear pro hac vice (Related Doc # <u>56</u>) Entered on Docket by: (SGF) (Entered: 09/12/2011)
09/14/2011	<u>58</u>	Notice of Appearance and Request for Notice by Jayna Partain Lamar Filed by Jayna Partain Lamar on behalf of Sexton's Inc (Lamar, Jayna) (Entered: 09/14/2011)
09/14/2011	<u>59</u>	Motion to Appear pro hac vice Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Attachments: 1 Exhibit A2 Exhibit B) (Ruhl, Danny) (Entered: 09/14/2011)
09/14/2011	<u>60</u>	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)59 Motion to Appear pro hac vice filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 09/14/2011)
09/14/2011	<u>61</u>	BNC Certificate of Service No. of Notices: 1. Service Date 09/14/2011. (Related Doc # <u>57</u>) (Admin.) (Entered: 09/14/2011)
09/15/2011	<u>62</u>	Notice of Appearance and Request for Notice by Michael A. Crawford Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation. (Crawford, Michael) (Entered: 09/15/2011)
09/15/2011	<u>63</u>	Certificate of Service Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)62 Notice of Appearance filed by Interested Party Dixie Electric Membership Corporation). (Crawford, Michael) (Entered: 09/15/2011)
09/16/2011	<u>64</u>	Hearing Set On (RE: related document(s) <u>54</u> Motion to Establish Deadline for Debtor to Assume or Reject Asset Purchase Agreement Filed by Jim F. Spencer Jr. on behalf of Southern California Regional Rail Authority.). Hearing scheduled for 10/18/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 10/14/2011. Entered on Docket by: (SGF) (Entered: 09/16/2011)
09/16/2011		Court Certificate of Mailing; 9/19/2011 cc: Jim Spencer (RE: related document(s)64 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 09/16/2011)
09/16/2011	<u>65</u>	Order Granting Motion To Appear pro hac vice (Related Doc # <u>59</u>) Entered on Docket by: (SGF) (Entered: 09/16/2011)
09/18/2011	<u>66</u>	BNC Certificate of Service No. of Notices: 2. Service Date 09/18/2011. (Related Doc # 65) (Admin.) (Entered: 09/18/2011)
09/20/2011	<u>67</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)54 Generic Motion filed by Interested Party Southern California Regional Rail Authority). (Geno, Craig) (Entered: 09/20/2011)
09/21/2011	<u>68</u>	Interlocutory Order (Re: <u>28</u> Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Entered on Docket by: (SGF) (Entered: 09/21/2011)
09/21/2011	<u>69</u>	Order Setting Hearing (Re: 28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 10/17/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 10/13/2011 at 4:00 p.m. Entered on Docket by: (SGF) Modified on 9/21/2011 (Fields, Sylvia). (Entered: 09/21/2011)
09/23/2011	<u>70</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)68 Interlocutory Order, 69 Order to Set/Reset Hearing). (Geno, Craig) (Entered: 09/23/2011)
09/23/2011	<u>71</u>	BNC Certificate of Service No. of Notices: 1. Service Date 09/23/2011. (Related Doc # 68) (Admin.) (Entered: 09/23/2011)
09/26/2011	72	Meeting of Creditors Held w/Proceeding (related document(s)10 Meeting of Creditors). (Attachments: 1 341 appearance sheet) (Tharp, Sammye) (Entered: 09/26/2011)
09/27/2011	<u>73</u>	Notice of Appointment of Creditors' Committee . (Attachments: 1 UCC Acceptance Forms) (Tharp, Sammye) (Entered: 09/27/2011)
09/27/2011	<u>74</u>	Proposed Order Filed by Sammye S. Tharp on behalf of U. S. Trustee. (Tharp, Sammye) (Entered: 09/27/2011)
		Certificate of Service Filed by Jim F. Spencer Jr. on behalf of Southern California Regional Rail Authority RE: (related document(s)54 Generic Motion filed by Interested Party Southern California Regional Rail Authority, 64 Hearing Set (Document)). (Attachments: 1 Mailing Matrix2 Notice of Hearing3 Motion to Establish Deadline4 Exhibit to Motion to Establish Deadline5 Exhibit Cont. Motion to Establish Deadline) (Spencer, Jim) (Entered:

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09/27/2011	<u>75</u>	09/27/2011)
09/29/2011	<u>76</u>	Agreed Scheduling Order . Disclosure Statement and chapter 11 plan shall be filed on or before $1/29/2012$. Entered on Docket by: (SGF) (Entered: $09/29/2011$)
09/29/2011		Plan or Disclosure Statement Deadline Updated (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 11) filed by Debtor Maritime Communications/Land Mobile, LLC). Chapter 11 Plan due by 1/29/2012. Disclosure Statement due by 1/29/2012. Entered on Docket by: (SGF) (Entered: 09/29/2011)
10/01/2011	<u>77</u>	BNC Certificate of Service No. of Notices: 1. Service Date 10/01/2011. (Related Doc # 76) (Admin.) (Entered: 10/01/2011)
10/03/2011	<u>78</u>	Order Granting Motion (Related Doc # <u>54</u>) Entered on Docket by: (SGF) (Entered: 10/03/2011)
10/05/2011	<u>79</u>	Notice of Change of Address for Creditor Committee Member Justin Shelton Filed by Sammye S. Tharp on behalf of U. S. Trustee. (Tharp, Sammye) (Entered: 10/05/2011)
10/05/2011	<u>80</u>	BNC Certificate of Service No. of Notices: 1. Service Date 10/05/2011. (Related Doc # 78) (Admin.) (Entered: 10/05/2011)
10/06/2011	<u>81</u>	Notice of Appearance and Request for Notice by Thomas M. Brahan Filed by Thomas M. Brahan on behalf of Collateral Plus Fund I, LP. Entered on Docket by: (SGF) (Entered: 10/06/2011)
10/10/2011	<u>82</u>	Notice of Appearance and Request for Notice by Bradley T. Golmon Filed by Bradley T. Golmon on behalf of Wisconsin Power and Light Company, Interstate Power and Light Company, Alliant Energy Coprorate Services, Inc. (Golmon, Bradley) (Entered: 10/10/2011)
10/10/2011	83	Motion to Establish Deadlines Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 10/10/2011)
10/10/2011	<u>84</u>	Motion to Appear pro hac vice Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation. (Attachments: 1 Exhibit Affidavit of Michael A. Crawford and Certificate of Good Standing) (Crawford, Michael) (Entered: 10/10/2011)
10/10/2011	<u>85</u>	Proposed Order Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)84 Motion to Appear pro hac vice filed by Interested Party Dixie Electric Membership Corporation). (Crawford, Michael) (Entered: 10/10/2011)
10/11/2011	86	Notice of Appearance and Request for Notice by D. Andrew Phillips Filed by D. Andrew Phillips on behalf of Atlas Pipeline Mid-Continent LLC. (Phillips, D.) (Entered: 10/11/2011)
10/11/2011		CLERK'S REQUEST FOR CORRECTIVE ACTION. Failure to correct the deficiency(ies) as stated within 2 business days from the date of filing may result in the filed item being dismissed or stricken. Selected Event Does Not Match PDF Image. THE FILER IS DIRECTED TO REFILE THE PLEADING USING THE CORRECT EVENT. PLEASE REFILE AS A MOTION TO ASSUME OR REJECT. (RE: related document(s)83 Generic Motion filed by Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). Corrective Action due by 10/13/2011. Entered on Docket by: (SAR) (Entered: 10/11/2011)
10/12/2011	<u>87</u>	Motion to Assume Lease or Executory Contract Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: 1 Exhibit "A" - Partitioned License Purchase Agreement2 Exhibit "B" - Escrow Agreement3 Exhibit "C" - Spectrum Lease Agreement) (Geno, Craig) (Entered: 10/12/2011)
10/12/2011	88	Hearing Rescheduled (RE: related document(s) <u>28</u> Emergency Motion to Borrow <i>Emergency Motion to Authorize Financing Pursuant to 11 U.S.C. Section 364</i>) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 10/18/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses Due: 10/17/11 at 4pm Entered on Docket by: (AOH) (Entered: 10/12/2011)
10/13/2011	<u>89</u>	Joint Motion to Establish Deadline for Debtor to Assume or Reject Asset Purchase Agreement with Dixie Electric Membership Corporation, Inc. Filed by Michael A. Crawford on behalf of Enbridge, Inc., Dixie Electric Membership Corporation. (Crawford, Michael) (Entered: 10/13/2011)
10/13/2011	90	Hearing Set On (RE: related document(s) <u>83</u> Motion to Establish Deadlines Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company.). Hearing scheduled for 11/9/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/7/2011. Entered on Docket by: (SGF) (Entered: 10/13/2011)
10/13/2011		Court Certificate of Mailing; 10/14/2011 cc: Bradley Golmon (RE: related document(s) <u>90</u> Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 10/13/2011)
		Hearing Set On (RE: related document(s) <u>87</u> Motion to Assume Lease or Executory Contract Filed by Craig M. Gend on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 11/9/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/7/2011. Entered on Docket by: (SGF) Modified on

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10/13/2011	<u>91</u>	10/13/2011 TO NOTE: THIS HEARING HAS BEEN RESCHEDULED. SEE DOCUMENT <u>92</u> FOR CORRECT TIME/DATE/LOCATION. (Barker, Carrie). (Entered: 10/13/2011)
10/13/2011		Court Certificate of Mailing; 10/14/2011 cc: Craig Geno (RE: related document(s) <u>91</u> Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 10/13/2011)
10/13/2011	<u>92</u>	Hearing Set On (RE: related document(s) <u>87</u> Motion to Assume Lease or Executory Contract Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 11/21/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/14/2011. Entered on Docket by: (SGF) (Entered: 10/13/2011)
10/13/2011		Court Certificate of Mailing; 10/14/2011 cc: Craig Geno (RE: related document(s) <u>92</u> Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 10/13/2011)
10/13/2011	<u>93</u>	Certificate of Service Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate Power and Light Company, Wisconsin Power and Light Company RE: (related document(s)83 Generic Motion filed by Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Golmon, Bradley) (Entered: 10/13/2011)
10/13/2011	<u>94</u>	Application to Employ Harris Jernigan & Geno, PLLC as Attorneys for the Debtor Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 10/13/2011)
10/14/2011	<u>95</u>	BNC Certificate of Service No. of Notices: 204. Service Date 10/14/2011. (Related Doc # 88) (Admin.) (Entered: 10/14/2011)
10/17/2011	<u>96</u>	Proposed Order Filed by Jim F, Spencer Jr. on behalf of Southern California Regional Rail Authority RE: (related document(s)54 Generic Motion filed by Interested Party Southern California Regional Rail Authority). (Spencer, Jim) (Entered: 10/17/2011)
10/17/2011	<u>97</u>	Response Filed by Stephen W. Ragland on behalf of Pinnacle National Bank (RE: related document(s) <u>28</u> Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC, <u>68</u> Interlocutory Order). (Ragland, Stephen) (Entered: 10/17/2011)
10/17/2011	<u>98</u>	Response Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Skybridge Spectrum Foundation, Verde Systems LLC (RE: related document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Leech, William) (Entered: 10/17/2011)
10/17/2011	<u>99</u>	Notice of Appearance and Request for Notice by Jim F. Spencer Jr. Filed by Jim F. Spencer Jr. on behalf of Pudget Sound Energy. (Spencer, Jim) (Entered: 10/17/2011)
10/18/2011	100	Hearing Set On (RE: related document(s) 94 Application to Employ Harris Jernigan & Geno, PLLC as Attorneys for the Debtor Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 11/21/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/17/2011. Entered on Docket by: (SGF) (Entered: 10/18/2011)
10/18/2011	<u>101</u>	Hearing Set On (RE: related document(s) 89 Joint Motion to Establish Deadline for Debtor to Assume or Reject Asset Purchase Agreement with Dixie Electric Membership Corporation, Inc. Filed by Michael A. Crawford on behalf of Enbridge, Inc., Dixie Electric Membership Corporation.). Hearing scheduled for 11/21/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/17/2011. Entered on Docket by: (SGF) (Entered: 10/18/2011)
10/18/2011		Court Certificate of Mailing; 10/19/2011 cc: Debtor Michael Crawford (RE: related document(s)101 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 10/18/2011)
10/18/2011	<u>102</u>	Order Granting Motion To Appear pro hac vice (Related Doc # 84) Entered on Docket by: (SGF) (Entered: 10/18/2011)
10/18/2011	103	Document <i>To Correct the Spelling of Creditor's Name</i> Filed by Jim F. Spencer Jr. on behalf of Pudget Sound Energy RE: (related document(s) <u>99</u> Notice of Appearance filed by Creditor Pudget Sound Energy). (Spencer, Jim) (Entered: 10/18/2011)
10/18/2011	104	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)94 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 100 Hearing Set (Document)). (Geno, Craig) (Entered: 10/18/2011)
10/18/2011	105	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 92 Hearing Set (Document)). (Geno, Craig) (Entered: 10/18/2011)
10/18/2011	<u>106</u>	Amended Document - Certificate of Service [Date correction] Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)94 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 100 Hearing Set (Document), 104 Certificate of Service filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 10/18/2011)

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10/18/2011		Hearing Held. Settled. Agreed Order. Final Order will be approved by the Court. (RE: related document(s)28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 11/1/2011 Entered on Docket by: (LKI) (Entered: 10/19/2011)
10/19/2011	<u>107</u>	Debtor-In-Possession Monthly Operating Report for Filing Period August, 2011 Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 10/19/2011)
10/19/2011		Clerk's Notice of Adjustment (RE: related document(s)103 Document filed by Creditor Puget Sound Energy). Correction of Creditor name which was misspelled in participant list and creditor database of CMECF per request. Entered on Docket by: (CAB) (Entered: 10/19/2011)
10/20/2011	<u>108</u>	Document Filed by Stephen W. Ragland on behalf of Pinnacle National Bank . Entered on Docket by: (SGF) (Entered: 10/20/2011)
10/20/2011	109	Order Vacating Order (Re: 78 Generic Order). Entered on Docket by: (SGF) (Entered: 10/20/2011)
10/20/2011	<u>110</u>	Order Withdrawing Motion (Related Doc # <u>54</u>) Entered on Docket by: (SGF) (Entered: 10/20/2011)
10/20/2011	111	BNC Certificate of Service No. of Notices: 1. Service Date 10/20/2011. (Related Doc # 102) (Admin.) (Entered: 10/20/2011)
10/21/2011		Undeliverable Mail Addressed to SC Group (RE: related document(s) <u>88</u> Hearing Rescheduled (Document)). Entered on Docket by: (SGF) (Entered: 10/21/2011)
10/21/2011	112	Motion to Appear pro hac vice <i>for Derek F. Meek</i> Filed by Amanda M. Beckett on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC. (Beckett, Amanda) (Entered: 10/21/2011)
10/21/2011	113	Motion to Appear pro hac vice <i>for Marc P. Solomon</i> Filed by Amanda M. Beckett on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC. (Beckett, Amanda) (Entered: 10/21/2011)
10/21/2011	<u>114</u>	Notice of Appearance and Request for Notice by Derek F. Meek, Marc P. Solomon and by Amanda M. Beckett Filed by Amanda M. Beckett on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC. (Beckett, Amanda) (Entered: 10/21/2011)
10/22/2011	115	BNC Certificate of Service No. of Notices: 1. Service Date 10/22/2011. (Related Doc # 109) (Admin.) (Entered: 10/22/2011)
10/24/2011	116	Certificate of Service (Joint Motion to Establish Deadlne for Debtor to Assume or Reject Asset Purchase Agreement with Dixie Electric Membership Corporation, Inc. and Notice of Hearing on same) Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc. RE: (related document(s)89 Generic Motion filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). (Crawford, Michael) (Entered: 10/24/2011)
10/24/2011	117	Motion to Define the Scope of, and Procedures for, Disclosure of Information to Unsecured Creditors, Pursuant to 1 USC 105(a), 107(b)(1), and 1102(b)(3) Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC. (Meek, Derek) (Entered: 10/24/2011)
10/24/2011	118	Notice of Change of Address Filed by James Tatum . Entered on Docket by: (SGF) (Entered: 10/24/2011)
10/24/2011	1.00 4.00	Undeliverable Mail Addressed to Global Tower, LLC, Washington Electric Coop, Collateral Fund Plus I, LP, Craven Co Tax Collector, (RE: related document(s)88 Hearing Rescheduled (Document)). Entered on Docket by: (SGF) (Entered: 10/24/2011)
10/25/2011	<u>119</u>	Order Granting Motion To Appear pro hac vice (Related Doc # 112) Entered on Docket by: (SGF) (Entered: 10/25/2011)
10/25/2011	<u>120</u>	Order Granting Motion To Appear pro hac vice (Related Doc # 113) Entered on Docket by: (SGF) (Entered: 10/25/2011)
10/26/2011	<u>121</u>	Motion to Assume Lease or Executory Contract with Enbridge, Inc. Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 10/26/2011)
10/26/2011	122	Motion to Assume Lease or Executory Contract with Dixie Electric Membership Corporation Filed by Craig M. Gen on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 10/26/2011)
10/26/2011	123	Hearing Set On (RE: related document(s) 121 Motion to Assume Lease or Executory Contract with Enbridge, Inc. Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 11/21/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/17/2011. Entered on Docket by: (SAR) (Entered: 10/26/2011)

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10/26/2011	<u>124</u>	Hearing Set On (RE: related document(s) 122 Motion to Assume Lease or Executory Contract with Dixie Electric Membership Corporation Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 11/21/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/17/2011. Entered on Docket by: (SAR) (Entered: 10/26/2011)
10/26/2011		Court Certificate of Mailing; Attorney's office will pull off Pacer and notice out. (RE: related document(s) <u>123</u> Hearing Set (Document), <u>124</u> Hearing Set (Document)). Entered on Docket by: (SAR) (Entered: 10/26/2011)
10/26/2011	<u>125</u>	Motion for 2004 Examination (EXPEDITED Consideration Requested) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Attachments: 1 Exhibit A (FCC Show Cause Order)2 Exhibit B (Proposed Order)3 Exhibit C (Document Requests)) (Leech, William) (Entered: 10/26/2011)
10/26/2011	126	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s) 125 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 10/26/2011)
10/27/2011	<u>127</u>	Motion to Assume Lease or Executory Contract with Denton County Electric Cooperative, Inc. d/b/a Coserv Electric Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 10/27/2011)
10/27/2011		Undeliverable Mail Addressed to Crown Castle Int. Corp (RE: related document(s)88 Hearing Rescheduled (Document)). Entered on Docket by: (SGF) (Entered: 10/27/2011)
10/27/2011	128	Proposed Order Filed by R. Spencer Clift III on behalf of Southeastern Commercial Finance, LLC RE: (related document(s)40 Motion to Appear pro hac vice filed by Creditor Southeastern Commercial Finance, LLC). (Clift, R.) (Entered: 10/27/2011)
10/27/2011		Telephonic Hearing Held with Craig Geno, Bill Leech, and Danny Ruhl. (RE: related document(s)125 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). A telephonic conference was held wherein parties were instructed that a telephonic hearing on the motion would be held 10/31/11 at approximately 2:00 p.m. Entered on Docket by: (LSC) TIME: 15 min. (Entered: 10/27/2011)
10/27/2011	<u>129</u>	Motion to Assume Lease or Executory Contract with Atlas Pipeline, Inc. Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 10/27/2011)
10/27/2011	<u>130</u>	Hearing Set On (RE: related document(s) 129 Motion to Assume Lease or Executory Contract with Atlas Pipeline, Inc. Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 11/21/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/18/2011 by 3:00 p.m Entered on Docket by: (SGF) (Entered: 10/27/2011)
10/27/2011	131	Hearing Set On (RE: related document(s) 127 Motion to Assume Lease or Executory Contract with Denton County Electric Cooperative, Inc. d/b/a Coserv Electric Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 11/21/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/18/2011 by 3:00 p.m Entered on Docket by: (SGF) (Entered: 10/27/2011)
10/27/2011	132	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 123 Hearing Set (Document), 124 Hearing Set (Document), 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 130 Hearing Set (Document), 131 Hearing Set (Document)). (Geno, Craig) (Entered: 10/27/2011)
10/27/2011	133	BNC Certificate of Service No. of Notices: 1. Service Date 10/27/2011. (Related Doc # 119) (Admin.) (Entered: 10/27/2011)
10/27/2011	134	BNC Certificate of Service No. of Notices: 2. Service Date 10/27/2011. (Related Doc # 120) (Admin.) (Entered: 10/27/2011)
10/28/2011	<u>135</u>	Notice of Appearance and Request for Notice by John P. Dillman Filed by John P. Dillman on behalf of Matagorda County. (Dillman, John) (Entered: 10/28/2011)
10/28/2011	136	Affidavit (Verified Statement of Taylor, Porter, Brooks & Phillips, LLP Pursuant to Bankruptcy Rule 2019) Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc. RE: (related document(s) 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Crawford, Michael) (Entered: 10/28/2011)

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10/28/2011	137	Joint Motion for 2004 Examination and Request for Production of Documents Upon Warren Havens Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc (Attachments: 1 Document Requests Related to Joint Motion for 2004 Examination and Request for Production of Documents Upon Warren Havens2 Exhibit A to Document Requests Related to Joint Motion of Dixie Electric and Enbridge for 2004 Examination and Request for Production of Documents upon Warren Havens3 Proposed Order) (Crawford, Michael) (Entered: 10/28/2011)
10/28/2011	138	Proposed Order Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc. RE: (related document(s)137 Motion for Examination filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). (Crawford, Michael) (Entered: 10/28/2011)
10/28/2011	<u>139</u>	Motion To Stay Consideration of Motions to Assume, and Request for Hearing by November 9 Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: 1 Exhibit A (FCC Show Cause Order)2 Exhibit Proposed Order) (Leech, William) (Entered: 10/28/2011)
10/28/2011	140	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)139 Motion To Stay filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 10/28/2011)
10/31/2011	141	Objection Filed by R. Spencer Clift III on behalf of Southeastern Commercial Finance, LLC (RE: related document(s) 125 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Clift, R.) (Entered: 10/31/2011)
10/31/2011		Undeliverable Mail Addressed to Corporation Service Company (RE: related document(s)88 Hearing Rescheduled (Document)). Entered on Docket by: (SGF) (Entered: 10/31/2011)
10/31/2011		Telephonic Hearing Held with Bill Leech, Kristin Going, Danny Ruhl, Steve Ragland, and Craig Geno. Kristin K. Going, William H. Leech to submit order. (RE: related document(s)125 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Depositions to be conducted by Ms. Going in Indiana on Nov. 10 & 11, 2011, of Mr. DePriest, Mr. Reardon, and Ms. Watkins. Order to be agreed to by Mr. Geno and furnished to other parties. Agreed Order Due by 11/14/2011 Entered on Docket by: (LSC) TIME: 40 min. (Entered: 11/01/2011)
11/01/2011		Telephonic Hearing Held with Craig Geno, Bill Leech, Kristin Going, Danny Ruhl, Steve Ragland and Derek Meek. Craig M. Geno to submit order. (RE: related document(s)125 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Deposition dates are rescheduled to 11/16/11 and 11/21/11 in Indiana. Mr. DePriest is directed to appear for a deposition. Hearing will be held on 11/29/11, at 9:30 a.m., Oxford, MS with objection deadline of 11/23/11 at 4:00 p.m. (CST). Order Due by 11/15/2011 Entered on Docket by: (LSC) TIME: 15 min. (Entered: 11/01/2011)
11/02/2011	<u>142</u>	The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: 28 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 11/16/2011 Entered on Docket by: (SGF) (Entered: 11/02/2011)
11/03/2011	<u>143</u>	Objection Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)137 Motion for Examination filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). (Leech, William) (Entered: 11/03/2011)
11/04/2011	144	Motion to Compel the filing of amended schedules and 341 deficiencies Filed by Sammye S. Tharp on behalf of U. S. Trustee. (Tharp, Sammye) (Entered: 11/04/2011)
11/04/2011	145	Amended Document Filed by Sammye S. Tharp on behalf of U. S. Trustee RE: (related document(s)144 Motion to Compel filed by U.S. Trustee U. S. Trustee). (Tharp, Sammye) (Entered: 11/04/2011)
		Telephonic Hearing Held with Michael Crawford, Craig Geno, Danny Ruhl, and Kristin Going. Michael A. Crawford to submit order. (RE: related document(s)87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 89 Generic Motion filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc., 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 125 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC,

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11/04/2011		Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 137 Motion for Examination filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). A protective order will be submitted on the first 3 items of production shown in the motion for 2004 exam filed by Dixie Electric (Dkt. #137). The deposition of Warren Havens will be taken on 12/1/11 in California. Hearings will be rescheduled on Motions #87, 121, 122, 127, and 129 for 12/7/11 with an objection deadline of 11/29/11. Order Due by 11/18/2011 Entered on Docket by: (LSC) TIME: 30 min. Modified on 11/4/2011 (Barker, Carrie). (Entered: 11/04/2011)
11/07/2011	<u>146</u>	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 89 Generic Motion filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc., 94 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 125 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Leech, William) (Entered: 11/07/2011)
11/07/2011	147	Objection Filed by Sammye S. Tharp on behalf of U. S. Trustee (RE: related document(s)94 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). (Tharp, Sammye) (Entered: 11/07/2011)
11/09/2011	148	Joinder in US Trustee's Motion to Compel Filing of Amended Schedules and Request for Relief by November 14 Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)144 Motion to Compel filed by U.S. Trustee U. S. Trustee, 145 Amended Document filed by U.S. Trustee U. S. Trustee). (Attachments: 1 Exhibit A (341 Transcript)) (Ruhl, Danny) (Entered: 11/09/2011)
11/09/2011	<u>149</u>	Debtor-In-Possession Monthly Operating Report for Filing Period September, 2011 (Pt. 1) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: 1 Pt. 2) (Geno, Craig) (Entered: 11/09/2011)
11/09/2011	<u>150</u>	Notice of Change of Address Filed by Thomas M. Brahan on behalf of Collateral Plus Fund I, LP. Entered on Docket by: (SGF) (Entered: 11/09/2011)
11/09/2011	<u>151</u>	Order Granting in Part Motion for 2004 Examination (Related Doc # <u>125</u>) Entered on Docket by: (SGF) (Entered: 11/09/2011)
11/09/2011	<u>152</u>	Order to Reset Hearing (Re: 87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 89 Generic Motion filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc., 94 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 12/7/2011 at 09:30 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 11/29/2011 at 4:00 p.m. Entered on Docket by: (SGF) (Entered: 11/09/2011)
11/09/2011	<u>153</u>	Application to Employ Robert J. Keller as Special Counsel Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 11/09/2011)
11/09/2011		Hearing Held. No response. Bradley T. Golmon to submit order. (RE: related document(s)83 Generic Motion filed by Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). Order Due by 11/23/2011 Entered on Docket by: (SAR) (Entered: 11/15/2011)
11/10/2011	<u>154</u>	Proposed Order Filed by Bradley T. Golmon on behalf of Wisconsin Power and Light Company RE: (related document(s)83 Generic Motion filed by Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Golmon, Bradley) (Entered: 11/10/2011)
11/10/2011	<u>155</u>	CAUTION: LOGIN AND SIGNATURE ON DOCUMENT DO NOT MATCH. SEE DOCUMENT 164. Motion to Appear pro hac vice (Albert J. Catalano) Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation. (Attachments: 1 Affidavit with attached Certificates of Good Standing) (Crawford, Michael) Modified on 11/16/2011 (Barker, Carrie). (Entered: 11/10/2011)
11/10/2011	156	CAUTION: SEE PROPOSED ORDER 165 FOR CORRECTED MOTION. Proposed Order Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)155 Motion to Appear pro hac vice filed by Interested Party Dixie Electric Membership Corporation). (Crawford, Michael) Modified on 11/16/2011 (Barker, Carrie). (Entered: 11/10/2011)

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1		Motion to Assume Lease or Executory Contract with Jackson County Rural Electric Membership Corporation Filed
11/10/2011	<u>157</u>	by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 11/10/2011)
11/10/2011	<u>158</u>	Motion to Assume Lease or Executory Contract with DuQuesne Light Company Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 11/10/2011)
11/11/2011	<u>159</u>	CAUTION: DOCUMENT DOES NOT CONTAIN REQUIRED SIGNATURE. SEE DOCUMENT <u>163</u> FOR CORRECTION. Notice of Appearance and Request for Notice by David Blaylock Filed by David Blaylock on behalf of Collateral Plus Fund I, LP. (Blaylock, David) Modified on 11/15/2011 (Barker, Carrie). (Entered: 11/11/2011)
11/11/2011	<u>160</u>	Objection to Motion to Establish Deadline for Debtor to Assume or Reject Executory Contracts Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)83 Generic Motion filed by Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Meek, Derek) (Entered: 11/11/2011)
11/11/2011	<u>161</u>	BNC Certificate of Service No. of Notices: 187. Service Date 11/11/2011. (Related Doc # 152) (Admin.) (Entered: 11/11/2011)
11/11/2011	<u>162</u>	BNC Certificate of Service No. of Notices: 1. Service Date 11/11/2011. (Related Doc # 151) (Admin.) (Entered: 11/11/2011)
11/14/2011		CLERK'S REQUEST FOR CORRECTIVE ACTION. Failure to correct the deficiency(ies) as stated within 2 business days from the date of filing may result in the filed item being dismissed or stricken. Electronic Signature Omitted on Documents. THE FILER IS DIRECTED TO REFILE THE MOTION/DOCUMENT WITH THE REQUIRED SIGNATURE. (RE: related document(s)159 Notice of Appearance filed by Creditor Collateral Plus Fund I, LP). Corrective Action due by 11/16/2011. Entered on Docket by: (SGF) (Entered: 11/14/2011)
11/14/2011	<u>163</u>	Notice of Appearance and Request for Notice by David Blaylock Filed by David Blaylock on behalf of Collateral Plus Fund I, LP. (Blaylock, David) (Entered: 11/14/2011)
11/14/2011	164	Motion to Appear pro hac vice Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation. (Attachments: 1 Affidavit and Certificates of Good Standing) (Crawford, Michael) Modified text on 11/16/2011 (Barker, Carrie). (Entered: 11/14/2011)
11/14/2011	<u>165</u>	Proposed Order Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)164 Motion to Appear pro hac vice filed by Interested Party Dixie Electric Membership Corporation). (Crawford, Michael) (Entered: 11/14/2011)
11/14/2011	<u>166</u>	Hearing Set On (RE: related document(s) <u>153</u> Application to Employ Robert J. Keller as Special Counsel Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 12/7/2011 at 09:30 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 12/5/2011. Entered on Docket by: (SGF) (Entered: 11/14/2011)
11/14/2011		Court Certificate of Mailing; 11/15/2011 cc: Geno (RE: related document(s)166 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 11/14/2011)
11/14/2011	167	Application to Employ Burr & Forman LLP as Counsel Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC. (Meek, Derek) (Entered: 11/14/2011)
11/14/2011	1	Undeliverable Mail Addressed to COMED (RE: related document(s)88 Hearing Rescheduled (Document)). Entered on Docket by: (SGF) (Entered: 11/14/2011)
11/14/2011	<u>168</u>	Proposed Order Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc., Warren Havens RE: (related document(s)137 Motion for Examination filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). (Crawford, Michael) (Entered: 11/14/2011)
11/15/2011		Correction of Deficient Filing (RE: related document(s)Clerk's Request for Corrective Action). Entered on Docket by (SGF) (Entered: 11/15/2011)
11/15/2011	<u>169</u>	Document (Form B26 - Periodic Report Regarding Value, Operations and Profitability of Entities in Which the Debtor Holds a Substantial or Controlling Interest) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)72 Meeting of Creditors Held with Proceeding Memo). (Geno, Craig) (Entered: 11/15/2011)
11/15/2011	170	Statement of Financial Affairs (AMENDED) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 11/15/2011)
11/1:5/2011	<u>171</u>	Amended Schedule B, Amended Schedule D Amended Schedule E Amended Schedule F, Amended Schedule H, Summary of Schedules (<i>Amended</i>) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: 1 Pt. 2) (Geno, Craig) (Entered: 11/15/2011)
		Receipt of filing fee for Schedule DEF(11-13463-DWH) [misc,schdef] (30.00). Receipt number 3433709, amount \$

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11/15/2011		30.00. (U.S. Treasury) (Entered: 11/15/2011)
11/16/2011	<u>172</u>	Hearing Set On (RE: related document(s) <u>117</u> Motion to Define the Scope of, and Procedures for, Disclosure of Information to Unsecured Creditors, Pursuant to 11 USC 105). Hearing scheduled for 12/7/2011 at 09:30 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 12/5/2011. Entered on Docket by: (AOH) (Entered: 11/16/2011)
11/17/2011	<u>173</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)153 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 166 Hearing Set (Document)). (Geno, Craig) (Entered: 11/17/2011)
11/18/2011	174	Order Granting in Part, Denying in Part Motion for 2004 Examination (Related Doc # 137) Entered on Docket by: (SGF) (Entered: 11/18/2011)
11/18/2011	<u>175</u>	Order Granting Motion To Appear pro hac vice (Related Doc # <u>164</u>) Entered on Docket by: (SGF) (Entered: 11/18/2011)
11/18/2011	<u>176</u>	BNC Certificate of Service No. of Notices: 5. Service Date 11/18/2011. (Related Doc # 172) (Admin.) (Entered: 11/18/2011)
11/20/2011	<u>177</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 11/20/2011. (Related Doc # 174) (Admin.) (Entered: 11/21/2011)
11/20/2011	178	BNC Certificate of Service No. of Notices: 2. Notice Date 11/20/2011. (Related Doc # 175) (Admin.) (Entered: 11/21/2011)
11/21/2011	<u>179</u>	Order on ore tenus motion of debtor to reduce the person and entities receiving copies of the Debtor's Application to Empliy Robert J. Keller as Special Counsel Doc#153. Entered on Docket by: (SGF) (Entered: 11/21/2011)
11/21/2011	<u>180</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)153 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 166 Hearing Set (Document)). (Geno, Craig) (Entered: 11/21/2011)
11/22/2011	<u>181</u>	Hearing Set On (RE: related document(s) 167 Application to Employ Burr & Forman LLP as Counsel Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 12/28/2011 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 12/22/2011. Entered on Docket by: (SGF) (Entered: 11/22/2011)
11/22/2011		Court Certificate of Mailing; 11/23/2011 cc: Derek Meek (RE: related document(s)181 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 11/22/2011)
11/22/2011	<u>182</u>	Hearing Set On (RE: related document(s) <u>158</u> Motion to Assume Lease or Executory Contract with DuQuesne Light Company Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 1/6/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 12/22/2011. Entered on Docke by: (SGF) (Entered: 11/22/2011)
11/22/2011		Court Certificate of Mailing; 11/23/2011 cc: Craig Geno(RE: related document(s)182 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 11/22/2011)
11/22/2011	<u>183</u>	Hearing Set On (RE: related document(s) 157 Motion to Assume Lease or Executory Contract with Jackson County Rural Electric Membership Corporation Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 1/6/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 12/22/2011. Entered on Docket by: (SGF) (Entered: 11/22/2011)
11/22/2011		Court Certificate of Mailing; 11/23/2011 cc: Craig Geno(RE: related document(s)183 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 11/22/2011)
11/22/2011	185	Entry . STATUS CONFERENCE held telephonically with Derek Meek, Craig Geno and Brad Golmon. The court set a deadline of 21 days from November 22, 2011 for the debtor to file a motion to assume or reject the executory contract with Interstate Power & Light Co. and Wisconsin Power & Light Co. Entered on Docket by: (LSC) TIME: 15 min. (Entered: 11/23/2011)
11/23/2011	184	Order Granting Motion (Related Doc # 83). Deadline for the debtor to file a Motion to Assume or Reject the Executory Contract with Interstate Power & Light company and Wisconsin Power & Light Company shall be 21 days from the date of this Order. Entered on Docket by: (SGF) (Entered: 11/23/2011)
11/23/2011	186	Hearing Set On (RE: related document(s) 144 Motion to Compel the filing of amended schedules and 341 deficiencie Filed by Sammye S. Tharp on behalf of U. S. Trustee., 145 Amended Motion to Compel Filed by Sammye S. Tharp on behalf of U. S. Trustee RE:). Hearing scheduled for 1/6/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 12/19/2011. Entered on Docket by: (AOH) (Entered: 11/23/2011)

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11/25/2011	<u>187</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 11/25/2011. (Related Doc # 184) (Admin.) (Entered: 11/26/2011)
11/28/2011	<u>188</u>	Motion Extend Time Within Which to Assume or Reject Leases of Non-Residential Real Property Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 11/28/2011)
11/28/2011	189	Response <i>Conditional</i> Filed by D. Andrew Phillips on behalf of Atlas Pipeline Mid-Continent LLC (RE: related document(s)129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A# 2 Exhibit B# 3 Exhibit C) (Phillips, D.) (Entered: 11/28/2011)
11/28/2011	190	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)188 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 11/28/2011)
11/28/2011	191	Order Granting Motion to Extend Time (Related Doc # 188) Entered on Docket by: (SGF) (Entered: 11/28/2011)
11/29/2011	192	Objection (Conditional) Filed by David Blaylock on behalf of Collateral Plus Fund I, LP (RE: related document(s)87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit) (Blaylock, David) (Entered: 11/29/2011)
11/29/2011	<u>193</u>	Objection The Official Committee of Unsecured Creditors' Global Objection to Debtor's Motions to Assume Executory Contracts Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 120 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 120 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 120 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 120 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 123 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 124 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 125 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 126 Motion to Assume Lease or Executory Contract filed by Deb
11/29/2011	<u>194</u>	Objection (Conditional) Filed by David Blaylock on behalf of Collateral Plus Fund I, LP (RE: related document(s) 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit) (Blaylock, David) (Entered: 11/29/2011)
11/29/2011	<u>195</u>	Objection (Conditional) Filed by David Blaylock on behalf of Collateral Plus Fund I, LP (RE: related document(s) 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit) (Blaylock, David) (Entered: 11/29/2011)
11/29/2011	<u>196</u>	Objection (Conditional) Filed by David Blaylock on behalf of Collateral Plus Fund I, LP (RE: related document(s) 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit) (Blaylock, David) (Entered: 11/29/2011)
11/29/2011	<u>197</u>	Objection (Conditional) Filed by David Blaylock on behalf of Collateral Plus Fund I, LP (RE: related document(s) 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: #1 Exhibit) (Blaylock, David) (Entered: 11/29/2011)
11/29/2011	<u>198</u>	Motion to Seal <i>Unredacted Copy of Objection and Exhibit B Thereto</i> Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation Telesaurus Holdings GB LLC, Verde Systems LLC. (Attachments: # 1 Proposed Order) (Ruhl, Danny) (Entered: 11/29/2011)
11/29/2011	199	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 182 Hearing Set (Document), 183 Hearing Set (Document)). (Geno, Craig) (Entered: 11/29/2011)
11/29/2011	<u>200</u>	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)198 Motion to Seal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 11/29/2011)
11/29/2011	201	Omnibus Objection Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A (FCC Show Cause Order)# 2 Exhibit B (not filedmotion to seal pending)# 3 Exhibit C (Amended Schedule D)) (Leech, William) (Entered: 11/29/2011)

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Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)201 Objection filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 11/29/2011) Motion to Assume Lease or Executory Contract with Puget Sound Energy, Inc. Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 11/30/2011) Order Granting Motion To Seal (Related Doc # 198) Entered on Docket by: (SGF) (Entered: 11/30/2011) Certificate of Service Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC RE: (related document(s)167 Application to Employ filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC, 181 Hearing Set (Document)). (Meek, Derek) (Entered: 11/30/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 11/30/2011. (Related Doc # 191) (Admin.) (Entered: 12/01/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 12/02/2011. (Related Doc # 204) (Admin.) (Entered: 12/03/2011) Withdrawal of Claim(s) No. 71-1 Filed by R. Hayne Hollis. (Clift, R.) (Entered: 12/05/2011)
Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 11/30/2011) Order Granting Motion To Seal (Related Doc # 198) Entered on Docket by: (SGF) (Entered: 11/30/2011) Certificate of Service Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC RE: (related document(s)167 Application to Employ filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC, 181 Hearing Set (Document)). (Meek, Derek) (Entered: 11/30/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 11/30/2011. (Related Doc # 191) (Admin.) (Entered: 12/01/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 12/02/2011. (Related Doc # 204) (Admin.) (Entered: 12/03/2011) Withdrawal of Claim(s) No. 71-1 Filed by R. Hayne Hollis. (Clift, R.) (Entered: 12/05/2011)
Certificate of Service Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC RE: (related document(s)167 Application to Employ filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC, 181 Hearing Set (Document)). (Meek, Derek) (Entered: 11/30/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 11/30/2011. (Related Doc # 191) (Admin.) (Entered: 12/01/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 12/02/2011. (Related Doc # 204) (Admin.) (Entered: 12/03/2011) Withdrawal of Claim(s) No. 71-1 Filed by R. Hayne Hollis. (Clift, R.) (Entered: 12/05/2011)
Maritime Communications/Land Mobile, LLC RE: (related document(s)167 Application to Employ filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC, 181 Hearing Set (Document)). (Meek, Derek) (Entered: 11/30/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 11/30/2011. (Related Doc # 191) (Admin.) (Entered: 12/01/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 12/02/2011. (Related Doc # 204) (Admin.) (Entered: 12/03/2011) Withdrawal of Claim(s) No. 71-1 Filed by R. Hayne Hollis. (Clift, R.) (Entered: 12/05/2011)
12/01/2011) BNC Certificate of Service No. of Notices: 1. Notice Date 12/02/2011. (Related Doc # 204) (Admin.) (Entered: 12/03/2011) Withdrawal of Claim(s) No. 71-1 Filed by R. Hayne Hollis. (Clift, R.) (Entered: 12/05/2011)
12/03/2011) Withdrawal of Claim(s) No. 71-1 Filed by R. Hayne Hollis. (Clift, R.) (Entered: 12/05/2011)
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Emergency Motion to Borrow (Second Emergency Motion to Authorize Financing Pursuant to 11 U.S.C. Sec. 364) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 12/06/2011)
Objection to Claim of <i>Warren Havens, et al (Claim No. 69)</i> Filed by Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 12/06/2011)
Affidavit of Robert J. Keller Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)153 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 12/07/2011)
Hearing Held. Motion to assume is approved by the Court. Craig M. Geno to submit order. (RE: related document(s) 87 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 12/28/2011 Entered on Docket by: (CHH) Modified on 12/14/2011 to reflect hearing date. (Howell, Cheryl). (Entered: 12/14/2011)
Hearing Held. No response. Michael A. Crawford to submit order. (RE: related document(s)89 Generic Motion filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). Order Due by 12/21/2011 Entered on Docket by: (CHH) (Entered: 12/14/2011)
Hearing Held. Settled Agreed Order. Craig M. Geno to submit order. (RE: related document(s) <u>94</u> Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 12/21/2011 Entered on Docker by: (CHH) (Entered: 12/14/2011)
Hearing Held. Motion to assume is approved by the Court. Craig M. Geno to submit order. (RE: related document(s) 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 12/21/2011 Entered on Docket by: (CHH) (Entered: 12/14/2011)
Hearing Held. Motion to assume is approved by the Court. Craig M. Geno to submit order. (RE: related document(s) 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 12/21/2011 Entered on Docket by: (CHH) (Entered: 12/14/2011)
Hearing Held. Motion to assume is approved by the Court. Craig M. Geno to submit order. (RE: related document(s) 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 12/21/2011 Entered on Docket by: (CHH) (Entered: 12/14/2011)
Hearing Held. Motion to assume is approved by the Court. Craig M. Geno to submit order. (RE: related document(s) 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 12/21/2011 Entered on Docket by: (CHH) (Entered: 12/14/2011)
Hearing Held. No response. Craig M. Geno to submit order. (RE: related document(s)153 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 12/21/2011 Entered on Docket by: (CHH) (Entered: 12/14/2011)
Hearing Held. No response. Derek F. Meek to submit order. (RE: related document(s)117 Generic Motion filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC). Order Due by 12/21/2011 Entered on Docket by: (CHH) (Entered: 12/14/2011)

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12/08/2011	<u>212</u>	10:00 AM at Cochran U.S. Bankruptcy Courthouse, Responses due by 12/14/2011 at 9:00 AM, Entered on Docket by: (PHW) (Entered: 12/08/2011)
12/08/2011	213	Debtor-In-Possession Monthly Operating Report for Filing Period October, 2011 Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 12/08/2011)
12/08/2011		Court Certificate of Mailing; cc: Mr. Geno's office to retrieve info for noticing. (RE: related document(s)212 Hearing Set (Document)). Entered on Docket by: (PHW) (Entered: 12/08/2011)
12/08/2011	<u>214</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)153 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 12/08/2011)
12/08/2011	215	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)209 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC, 212 Hearing Set (Document)). (Geno, Craig) (Entered: 12/08/2011)
12/12/2011	216	Hearing Set On (RE: related document(s) <u>203</u> Motion to Assume Lease or Executory Contract with Puget Sound Energy, Inc. Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 1/6/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 1/3/2012. Entered on Docket by: (SGF) (Entered: 12/12/2011)
12/12/2011	218	Hearing Set on (RE: related document(s) <u>210</u> Objection to Claim of Warren Havens, et al). Hearing scheduled for 1/27/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 1/17/2012. Entered on Docket by: (SGF) (Entered: 12/12/2011)
12/12/2011	219	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 216 Hearing Set (Document)). (Geno, Craig) (Entered: 12/12/2011)
12/13/2011	220	Objection (Conditional) Filed by David Blaylock on behalf of Collateral Plus Fund I, LP (RE: related document(s) 209 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Blaylock, David) (Entered: 12/13/2011)
12/14/2011	221	Objection to Debtor's Second Emergency Motion to Borrow Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)209 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Leech, William) (Entered: 12/14/2011)
12/14/2011	222	Motion to Assume Lease or Executory Contract with Interstate Power and Light Company Filed by Craig M. Geno or behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 12/14/2011)
12/14/2011	223	Motion to Assume Lease or Executory Contract with Wisconsin Power and Light Company Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 12/14/2011)
12/14/2011	224	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)210 Objection to Claim filed by Debtor Maritime Communications/Land Mobile, LLC, 218 Hearing Set (Objection to Claim)). (Geno, Craig) (Entered: 12/14/2011)
12/14/2011		Hearing Held. Motion sustained. Interim order to be entered granting use of \$50,000 interim proceeds. Final hearing to be set. (RE: related document(s)209 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 12/28/2011 Entered on Docket by: (CHH) (Entered: 12/19/2011)
12/15/2011	<u>225</u>	Proposed Order Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC RE: (related document(s)117 Generic Motion filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 12/15/2011)
12/15/2011	226	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)94 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 12/15/2011)
12/16/2011	227	Interlocutory Order (Re: 209 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit # 4 Exhibit # 5 Exhibit) Entered on Docket by: (LLG) (Entered: 12/16/2011)
12/16/2011	<u>228</u>	FINAL Hearing Set On (RE: related document(s) <u>209</u> Emergency Motion to Borrow). Hearing scheduled for 1/6/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 4:00 p.m., CST on 1/3/2012. Entered on Docket by: (LLG) (Entered: 12/16/2011)
12/16/2011		Court Certificate of Mailing 12/19/11; cc: Craig Geno (RE: related document(s)228 Hearing Set (Document)). Entered on Docket by: (LLG) (Entered: 12/16/2011)

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12/16/2011	<u>229</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)227 Interlocutory Order, 228 Hearing Set (Document)). (Geno, Craig) (Entered: 12/16/2011)
12/18/2011	230	BNC Certificate of Service No. of Notices: 1. Notice Date 12/18/2011. (Related Doc # 227) (Admin.) (Entered: 12/19/2011)
12/19/2011	231	Response and Answer to Amended Motion to Compel Filing of Amended Schedules and Other 341 Deficiencies Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (RE: related document(s)144 Motion to Compel filed by U.S. Trustee U. S. Trustee, 145 Amended Document filed by U.S. Trustee U. S. Trustee). (Geno, Craig) (Entered: 12/19/2011)
12/20/2011	<u>232</u>	Proposed Order Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc. RE: (related document(s)89 Generic Motion filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). (Crawford, Michael) (Entered: 12/20/2011)
12/20/2011	233	Affidavit (Amending and Supplemental Verified Statement of Taylor, Porter, Brooks & Phillips L.L.P. Pursuant to Bankruptcy Rule 2019) Filed by Michael A. Crawford on behalf of Pinnacle Wireless, Inc. RE: (related document(s) 136 Affidavit filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). (Crawford, Michael) (Entered: 12/20/2011)
12/21/2011	234	Objection - Global Objection to Debtor's Motions to Assume Executory Contracts Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 12/21/2011)
12/21/2011	235	Motion to Seal <i>Unredacted Copy of Objections and Confidential Exhibits</i> Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Attachments: # 1 Proposed Order) (Ruhl, Danny) (Entered: 12/21/2011)
12/21/2011	236	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)235 Motion to Seal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 12/21/2011)
12/21/2011	237	Order Granting Application to Employ Robert Keller (Related Doc # 153) Entered on Docket by: (SGF) (Entered: 12/21/2011)
12/21/2011	238	Order Granting Motion (Related Doc # 117) Entered on Docket by: (SGF) (Entered: 12/21/2011)
12/21/2011	239	Order Granting Application to Employ (Related Doc # 94) Entered on Docket by: (SGF) (Entered: 12/21/2011)
12/22/2011	<u>240</u>	The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 1/5/2012 Entered on Docket by: (SGF) (Entered: 12/22/2011)
12/22/2011	<u>241</u>	Order Denying Motion (Related Doc # 89) Entered on Docket by: (SGF) (Entered: 12/22/2011)
12/22/2011	<u>242</u>	Motion to Assume Lease or Executory Contract with Encana Oili & Gas (USA) Inc. Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 12/22/2011)
12/22/2011	<u>243</u>	Emergency Motion to Continue Hearing and Consolidate with Future Hearings on Debtor's Motions to Assume Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s) 157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 182 Hearing Set (Document), 183 Hearing Set (Document), 203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 216 Hearing Set (Document), 222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, (Attachments: # 1 Proposed Order) (Leech, William) (Entered: 12/22/2011)
	9744	Omnibus Objection Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s) <u>157</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>158</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # <u>1</u> Exhibit A (Show Cause Order)# <u>2</u> Exhibit B# <u>3</u> Exhibit C

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12/22/2011	<u>244</u>	(Amended Schedule D)) (Leech, William) (Entered: 12/22/2011)
12/23/2011	245	BNC Certificate of Service No. of Notices: 2. Notice Date 12/23/2011. (Related Doc # 237) (Admin.) (Entered: 12/24/2011)
12/23/2011	<u>246</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 12/23/2011. (Related Doc # 238) (Admin.) (Entered: 12/24/2011)
12/23/2011	<u>247</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 12/23/2011. (Related Doc # 239) (Admin.) (Entered: 12/24/2011)
12/24/2011	<u>248</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 12/24/2011. (Related Doc # 241) (Admin.) (Entered: 12/25/2011)
12/27/2011	<u>249</u>	Affidavit (Supplemental) Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC RE: (related document(s)167 Application to Employ filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 12/27/2011)
12/28/2011	250	Document Exhibit A (FCC Status Report, as Amended) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)243 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 12/28/2011)
12/28/2011		Telephonic Hearing Held with Danny Ruhl, Kristin Going, Craig Geno, David Blaylock, Andy Phillips, Marc Solomon, Mike Crawford. Danny E. Ruhl to submit order. (RE; related document(s)157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 243 Motion to Assume Lease or Executory Contract filed by Creditor Communications/Land Mobile, LLC, 243 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Motion for continuance granted. Dkt. nos. 157, 158, 203, 222, 223 and 242 will be heard on 2/2/12 at 10:00, Aberdeen. Order Due by 1/11/2012 Entered on Docket by: (LSC) TIME: 20 min. (Entered: 12/28/2011)
12/28/2011	<u>251</u>	Hearing Set On (RE: related document(s) <u>222</u> Motion to Assume Lease or Executory Contract with Interstate Power and Light Company Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 2/2/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 1/27/2012. Entered on Docket by: (LLG) (Entered: 12/28/2011)
12/28/2011		Court Certificate of Mailing 12/29/11; cc: Craig Geno (RE: related document(s)251 Hearing Set (Document)). Entered on Docket by: (LLG) (Entered: 12/28/2011)
12/28/2011	252	Hearing Set On (RE: related document(s) <u>223</u> Motion to Assume Lease or Executory Contract with Wisconsin Power and Light Company Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 2/2/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 1/27/2012. Entered on Docket by: (LLG) (Entered: 12/28/2011)
12/28/2011		Court Certificate of Mailing 12/29/11; cc: Craig Geno (RE: related document(s)252 Hearing Set (Document)). Entered on Docket by: (LLG) (Entered: 12/28/2011)
12/28/2011	253	Order Granting Motion To Seal (Related Doc # 235) Entered on Docket by: (LLG) (Entered: 12/28/2011)
12/28/2011		Hearing Held. No response. Derek F. Meek to submit order. (RE: related document(s)167 Application to Employ filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC). Order Due by 1/11/2012 Entered on Docket by: (LKI) (Entered: 01/03/2012)
12/29/2011	<u>254</u>	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)243 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, Hearing Held). (Ruhl, Danny) (Entered: 12/29/2011)
		Order Granting Motion To Assume Lease or Executory Contract (Related Doc # 121) Entered on Docket by: (PHW)

12/29/2011	<u>256</u>	Order Granting Motion To Assume Lease or Executory Contract (Related Doc # 122) Entered on Docket by: (PHW) (Entered: 12/29/2011)
12/29/2011	<u>257</u>	CAUTION: INCORRECT HEARING DATE; SEE DOC <u>258</u> FOR CORRECTION. Order Granting Motion To Continue/Reschedule Hearing (Related Doc # <u>243</u>) <u>157</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>158</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>203</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>222</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>223</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC Hearing scheduled for <u>2/2/2011</u> at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (LLG) Modified on <u>12/29/2011</u> (Wamble, Vicki). (Entered: 12/29/2011)
12/29/2011	<u>258</u>	Order Granting Motion To Continue/Reschedule Hearing (Related Doc # 243) 157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC Hearing scheduled for 2/2/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (LLG) (Entered: 12/29/2011)
12/29/2011	259	Hearing Set On (RE: related document(s) <u>242</u> Motion to Assume Lease or Executory Contract with Encana Oili & Gas). Hearing scheduled for 2/2/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 1/27/2012. Entered on Docket by: (LLG) (Entered: 12/29/2011)
12/29/2011		Court Certificate of Mailing 12/30/11; cc: Craig Geno (RE: related document(s)259 Hearing Set (Document)). Entered on Docket by: (LLG) (Entered: 12/29/2011)
12/29/2011	<u>260</u>	Order Granting Motion To Assume Lease or Executory Contract (Related Doc # <u>87</u>) Entered on Docket by: (LLG) (Entered: 12/29/2011)
12/29/2011	261	Order Granting Motion To Assume Lease or Executory Contract (Related Doc # 127) Entered on Docket by: (JHH) (Entered: 12/29/2011)
12/29/2011	262	Order Granting Motion To Assume Lease or Executory Contract (Related Doc # 129) Entered on Docket by: (JHH) (Entered: 12/29/2011)
12/30/2011	263	BNC Certificate of Service No. of Notices: 1. Notice Date 12/30/2011. (Related Doc # 253) (Admin.) (Entered: 12/31/2011)
12/31/2011	<u>264</u>	BNC Certificate of Service No. of Notices: 2. Notice Date 12/31/2011. (Related Doc # 255) (Admin.) (Entered: 01/01/2012)
12/31/2011	<u>265</u>	BNC Certificate of Service No. of Notices: 3. Notice Date 12/31/2011. (Related Doc # 256) (Admin.) (Entered: 01/01/2012)
12/31/2011	<u> 266</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 12/31/2011. (Related Doc # 260) (Admin.) (Entered: 01/01/2012)
12/31/2011	267	BNC Certificate of Service No. of Notices: 1. Notice Date 12/31/2011. (Related Doc # 261) (Admin.) (Entered: 01/01/2012)
12/31/2011	<u>268</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 12/31/2011. (Related Doc # 262) (Admin.) (Entered: 01/01/2012)
01/03/2012	<u>269</u>	Response (re Final Hearing) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelliger Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)209 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC) (Leech, William) (Entered: 01/03/2012)
01/03/2012	<u>270</u>	The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: 209 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 1/17/2012 Entered on Docket by: (SGF) (Entered: 01/03/2012)
01/03/2012	<u>271</u>	Proposed Order Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC RE: (related document(s)167 Application to Employ filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 01/03/2012)
01/05/2012	<u>272</u>	Order Granting Application to Employ (Related Doc # 167) Entered on Docket by: (SGF) (Entered: 01/05/2012)

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01/06/2012	273	behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 01/06/2012)
01/00/2012	213	Motion to Approve Sale. and Lease of Licenses to Shenandoah Valley Electric Cooperative Filed by Craig M. Geno
01/06/2012	274	on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 01/06/2012)
01/06/2012	<u>275</u>	Hearing Set On (RE: related document(s) <u>273</u> Motion to Assume Lease or Executory Contract with Questar Market Resources, Inc. Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 2/2/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 1/30/2012. Entered on Docket by: (SGF) (Entered: 01/06/2012)
01/06/2012	<u>276</u>	Hearing Set On (RE: related document(s) <u>274</u> Motion to Approve Sale. <i>and Lease of Licenses to Shenandoah Valley Electric Cooperative</i> Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 2/2/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 1/30/2012. Entered on Docket by: (SGF) (Entered: 01/06/2012)
01/06/2012	<u>278</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 259 Hearing Set (Document), 273 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 275 Hearing Set (Document), 276 Hearing Set (Document)). (Geno, Craig) (Entered: 01/06/2012)
01/06/2012		Hearing Not Held. Continued to 2/02/12 at 10:00 am in Aberdeen, Craig M. Geno to submit order. (RE: related document(s)144 Motion to Compel filed by U.S. Trustee U.S. Trustee, 145 Amended Document filed by U.S. Trustee U.S. Trustee, 157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 1/20/2012 Entered on Docket by: (PHW) (Entered: 01/09/2012)
01/07/2012	<u>279</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 01/07/2012. (Related Doc # 272) (Admin.) (Entered: 01/08/2012)
01/10/2012	280	Objection to Motion to Assume Executory Contract (Puget Sound Energy, Inc.) Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 01/10/2012)
01/11/2012	281	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)209 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 01/11/2012)
01/11/2012	<u>282</u>	Notice to Take Deposition (Warren Havens, etc.) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 01/11/2012)
01/11/2012	283	Notice to Take Deposition (Expert(s)) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 01/11/2012)
01/11/2012	284	CAUTION: PDF IS INCOMPLETE. REMOVED FROM BNC PRODUCTION. SEE ENTRY <u>285</u> FOR CORRECTION. Final Order Granting Motion To Borrow (Related Doc # <u>209</u>) Entered on Docket by: (SGF) Modified on 1/11/2012 (Barker, Carrie). (Entered: 01/11/2012)
01/11/2012	285	Order Granting Motion To Borrow (Related Doc # 209) Entered on Docket by: (SGF) (Entered: 01/11/2012)
01/11/2012	<u>286</u>	Objection (<i>Limited</i>) and Reservation of Rights Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A (FCC Show Cause Order)) (Leech, William) (Entered: 01/11/2012)
01/12/2012	<u>287</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)144 Motion to Compel filed by U.S. Trustee U. S. Trustee, 145 Amended Document filed by U.S. Trustee U. S. Trustee, 148 Joinder filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, Hearing Not Held.). (Geno, Craig) (Entered: 01/12/2012)
01/12/2012	288	Notice of Appeal of Final Order . Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verd Systems LLC (RE: related document(s)260 Order on Motion to Assume Lease or Executory Contract). Appellant Designation due by 01/26/2012. (Leech, William) (Entered: 01/12/2012)
01/12/2012		Receipt of filing fee for Notice of Appeal(11-13463-DWH) [appeal,ntcapl] (298.00). Receipt number 3534224, amount \$ 298.00. (U.S. Treasury) (Entered: 01/12/2012)

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		Notice of Appeal of Final Order . Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)256 Order on Motion to Assume Lease or Executory Contract). Appellant
01/12/2012	<u>289</u>	Designation due by 01/26/2012. (Leech, William) (Entered: 01/12/2012)
01/12/2012	<u>290</u>	Notice of Appeal of Final Order . Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)262 Order on Motion to Assume Lease or Executory Contract). Appellant Designation due by 01/26/2012. (Leech, William) (Entered: 01/12/2012)
01/12/2012	<u>291</u>	Notice of Appeal of Final Order . Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)261 Order on Motion to Assume Lease or Executory Contract). Appellant Designation due by 01/26/2012. (Leech, William) (Entered: 01/12/2012)
01/12/2012	<u>292</u>	Notice of Appeal of Final Order . Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)255 Order on Motion to Assume Lease or Executory Contract). Appellant Designation due by 01/26/2012. (Leech, William) (Entered: 01/12/2012)
01/12/2012		Receipt of filing fee for Notice of Appeal(11-13463-DWH) [appeal,ntcapl] (298.00). Receipt number 3534290, amount \$298.00. (U.S. Treasury) (Entered: 01/12/2012)
01/12/2012		Receipt of filing fee for Notice of Appeal(11-13463-DWH) [appeal,ntcapl] (298.00). Receipt number 3534290, amount \$ 298.00. (U.S. Treasury) (Entered: 01/12/2012)
01/12/2012		Receipt of filing fee for Notice of Appeal(11-13463-DWH) [appeal,ntcapl] (298.00). Receipt number 3534290, amount \$ 298.00. (U.S. Treasury) (Entered: 01/12/2012)
01/12/2012		Receipt of filing fee for Notice of Appeal(11-13463-DWH) [appeal,ntcapl] (298.00). Receipt number 3534290, amount \$ 298.00. (U.S. Treasury) (Entered: 01/12/2012)
01/13/2012	293	Order to Continue Hearing (Re: 144 Motion to Compel filed by U.S. Trustee U.S. Trustee, 145 Amended Document filed by U.S. Trustee U.S. Trustee). Hearing scheduled for 2/2/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (SGF) (Entered: 01/13/2012)
01/13/2012	<u>294</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 01/13/2012. (Related Doc # 285) (Admin.) (Entered: 01/14/2012)
01/14/2012	<u>295</u>	Motion Shorten Time for Debtor to Respond to SkyTel Interrogatories and Requests for Production Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Leech, William) (Entered: 01/14/2012)
01/14/2012	<u>296</u>	Notice of Service of Discovery Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Leech, William) (Entered: 01/14/2012)
01/14/2012	<u>297</u>	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)295 Motion to Extend/Shorten Time filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 01/14/2012)
01/15/2012	<u>298</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 01/15/2012. (Related Doc # 293) (Admin.) (Entered: 01/16/2012)
01/17/2012	299	Emergency Motion for Protective Order regarding Deposition Notices and Document Requests (Dkt Nos 282 and 283) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Leech, William) (Entered: 01/17/2012)
01/17/2012	300	Motion for Relief from Stay to Pursue Prepetition Litigation in NJ District Court. Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. Objections to Motion for Relief from Stay due by 02/6/2012. (Attachments: # 1 Exhibit A (District Court Opinion)) (Leech, William) (Entered: 01/17/2012)
01/17/2012	A A A A A A A A A A A A A A A A A A A	Receipt of filing fee for Motion for Relief From Stay(11-13463-DWH) [motion,mrlfsty] (176.00). Receipt number 3539267, amount \$ 176.00. (U.S. Treasury) (Entered: 01/17/2012)
01/17/2012	<u>301</u>	Motion to Withdraw as Attorney Filed by Kristin K. Going on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. Entered on Docket by: (SGF) (Entered: 01/17/2012)

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01/17/2012	<u>302</u>	Objection and Response of Debtor to Emergency Motion for Protective Order Regarding Noticed Depositions and Document Requests Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (RE: related document(s)299 Motion for Protective Order filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Geno, Craig) (Entered: 01/17/2012)
01/17/2012	<u>303</u>	Objection and Response of Debtor to Motion to Reduce Debtor's Time to Respond to SkyTel's Interrogatories and Requests for Production to Debtor Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (RE: related document(s)295 Motion to Extend/Shorten Time filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Geno, Craig) (Entered: 01/17/2012)
01/17/2012	304	Motion to Continue Hearing and Response Deadline re Debtor's Objection to SkyTel Claim, or, Alternatively, Response to Objection Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)210 Objection to Claim filed by Debtor Maritime Communications/Land Mobile, LLC, 218 Hearing Set (Objection to Claim)). (Attachments: # 1 Exhibit A (District Court Opinion)) (Leech, William) (Entered: 01/17/2012)
01/17/2012	<u>305</u>	Emergency Motion to Continue Hearing on February 2nd Sale Motions Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 273 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 286 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 287 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 288 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 288 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 288 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 288 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 288 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 288 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 288 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 288 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobil
01/17/2012		Hearing Held. Craig M. Geno, Danny E. Ruhl to submit order. (RE: related document(s)295 Motion to Extend/Shorten Time filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 299 Motion for Protective Order filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 304 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 305 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). #304 motion for continuance granted. (Ruhl - order); #305 - motion for continuance denied. (Geno - order); #299 - motion for protective order. Parties should be consistent with what was done in earlier protective order relative to documents; #295 - motion to shorten time. Debtor must respond by 1/30/12. The deposition of the expert witness shall be taken in Bethesda, MD on 1/28 & 29/12. The deposition of Warren Havens shall be taken between the dates of 1/29/12 and 2/1/12 in Mississippi. Order Due by 1/23/2012 Entered on Docket by: (LSC) TIME: 35 min. (Entered: 01/19/2012)
01/18/2012	306	Hearing Set On (RE: related document(s) 300 Motion for Relief from Stay to Pursue Prepetition Litigation in NJ District Court. Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. Objections to Motion for Relief from Stay due by 02/6/2012.). Hearing scheduled for 2/8/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (AOH) (Entered: 01/18/2012)
01/18/2012		Court Certificate of Mailing; cc: William Leech with matrix (RE: related document(s)306 Hearing Set (Document)). Mailed: 1/19/12 Entered on Docket by: (AOH) (Entered: 01/18/2012)
01/19/2012	307	Certificate of Service Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)300 Motion for Relief From Stay filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 306 Hearing Set (Document)). (Attachments: # 1 Exhibit A) (Ruhl, Danny) (Entered: 01/19/2012)
01/19/2012	308	Order Granting Motion To Withdraw As Attorney (Related Doc # 301) Entered on Docket by: (SGF) (Entered: 01/19/2012)
01/19/2012	<u>309</u>	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)295 Motion to Extend/Shorten Time filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 01/19/2012)
,		Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent,

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01/19/2012	<u>310</u>	Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)305 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 01/19/2012)
01/20/2012	<u>311</u>	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)304 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 01/20/2012)
01/20/2012	<u>312</u>	Order Granting Motion Shorten Time (Related Doc # 295). Debtor shall provide its responses to Discovery Request, along with the responsive documents to Skytel(through counsel), the UST, and Counsel for the Committee by January 30,2012. Entered on Docket by: (SGF) (Entered: 01/20/2012)
01/20/2012	<u>313</u>	Notice to Take Deposition of Debtor Expert and Request for Production of Documents Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Leech, William) (Entered: 01/20/2012)
01/21/2012	314	Debtor-1n-Possession Monthly Operating Report for Filing Period November, 2011 Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 01/21/2012)
01/21/2012	<u>315</u>	Debtor-In-Possession Monthly Operating Report for Filing Period December, 2011 Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 01/21/2012)
01/21/2012	<u>316</u>	BNC Certificate of Service No. of Notices: 2. Notice Date 01/21/2012. (Related Doc # 308) (Admin.) (Entered: 01/22/2012)
01/22/2012	317	BNC Certificate of Service No. of Notices: 1. Notice Date 01/22/2012. (Related Doc # 312) (Admin.) (Entered: 01/23/2012)
01/23/2012	318	Motion to Quash or Modify Notice of Deposition and Requests for Production of Documents for Expedited Hearing Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 01/23/2012)
01/23/2012	319	Notice of Change of Address for Interstate Power and Light Company Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company. (Golmon, Bradley) (Entered: 01/23/2012)
01/23/2012	320	Objection and Response Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)318 Motion to Quash filed by Debtor Maritime Communications/Land Mobile, LLC). (Leech, William) (Entered: 01/23/2012)
01/24/2012	321	Order Denying Motion To Continue/Reschedule Hearing (Related Doc # 305) 157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 273 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC, 274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC Entered on Docket by: (SGF) (Entered: 01/24/2012)
01/24/2012	<u>322</u>	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)299 Motion for Protective Order filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 302 Objection filed by Debtor Maritime Communications/Land Mobile, LLC). (Leech, William) (Entered: 01/24/2012)
01/24/2012	<u>323</u>	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)313 Notice to Take Deposition filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 318 Motion to Quash filed by Debtor Maritime Communications/Land Mobile, LLC, 320 Objection filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 01/24/2012)
01/25/2012	324	Order Resolving Motion For Protective Order (Related Doc # <u>299</u>) Entered on Docket by: (SGF) (Entered: 01/25/2012)

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01/26/2012	<u>328</u>	Objection Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 273 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 01/26/2012)
01/26/2012	<u>329</u>	Appellant Designation of Contents For Inclusion in Record On Appeal , Statement of Issues on Appeal, Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)288 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 289 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Telesaurus Holdings GB LLC, 290 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 291 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Environmental LLC, Creditor Environmental LLC, Creditor Environmental LLC, Creditor Skybridge Spectrum Foundation, Creditor Skybridge Spectrum Foundation, Creditor Skybridge Spectrum Foundation, Creditor Environmental LLC, Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC).
01/26/2012	<u>330</u>	Appellant Designation of Contents For Inclusion in Record On Appeal, Statement of Issues on Appeal, Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)289 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Appellee designation due by 02/9/2012. (Leech, William) (Entered: 01/26/2012)
01/26/2012	<u>331</u>	Appellant Designation of Contents For Inclusion in Record On Appeal , Statement of Issues on Appeal, Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)290 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Appellee designation due by 02/9/2012. (Leech, William) (Entered: 01/26/2012)
01/26/2012	<u>332</u>	Appellant Designation of Contents For Inclusion in Record On Appeal , Statement of Issues on Appeal, Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)291 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Appellee designation due by 02/9/2012. (Leech, William) (Entered: 01/26/2012)
01/26/2012	<u>333</u>	Appellant Designation of Contents For Inclusion in Record On Appeal , Statement of Issues on Appeal, Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)292 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Appellee designation due by 02/9/2012. (Leech, William) (Entered: 01/26/2012)
01/26/2012	<u>334</u>	Request for Transcript re: Appeal (December 7, 2011 Sale Motion Hearings) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)329 Appellant Designation filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, Statement of Issues on Appeal, 330 Appellant Designation filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Telesaurus Holdings GB LLC, Statement of Issues on Appeal, 331 Appellant Designation filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, Statement of Issues on Appeal, 332 Appellant Designation filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Intelligent Transportation & Monitoring LLC, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Telesaurus Holdings GB LLC, Statement of Issues on Appeal, Verde Systems LLC, Creditor Environmental LLC, Creditor Telesaurus Holdings GB LLC, Statement of Issues on Appeal) (Leech, William) (Entered: 01/26/2012)
01/26/2012	335	BNC Certificate of Service No. of Notices: 1. Notice Date 01/26/2012. (Related Doc # 321) (Admin.) (Entered: 01/27/2012)
		Omnibus Objection Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems

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01/27/2012	<u>336</u>	LLC (RE: related document(s)222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 273 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A (FCC Show Cause Order)# 2 Exhibit B (Bond and Pecaro Appraisal Filed Under Seal)# 3 Exhibit C (Amended Scheduled D)# 4 Exhibit D (Debtor's FCC Status Report)# 5 Exhibit E (Excerpts from 10/25/11 FCC Stat Conf Hrg Trans)) (Leech, William) (Entered: 01/27/2012)
01/27/2012	<u>337</u>	Order Mooting Motion To Quash (Related Doc # 318) Entered on Docket by: (SGF) (Entered: 01/27/2012)
01/27/2012	338	Objection Filed by Bradley T. Golmon on behalf of Wisconsin Power and Light Company (RE: related document(s) 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Golmon, Bradley) (Entered: 01/27/2012)
01/27/2012	339	Objection Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company (RE: related document(s) 222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Golmon, Bradley) (Entered: 01/27/2012)
01/27/2012	<u>340</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 01/27/2012. (Related Doc # 324) (Admin.) (Entered: 01/28/2012)
01/27/2012		Hearing Held. Order submitted continuing. (RE: related document(s)210 Objection to Claim filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 2/10/2012 Entered on Docket by: (LKI) (Entered: 01/30/2012)
01/29/2012	<u>341</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 01/29/2012. (Related Doc # 337) (Admin.) (Entered: 01/30/2012)
01/30/2012	<u>342</u>	Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: # 1 Proposed Order) (Geno, Craig) (Entered: 01/30/2012)
01/30/2012	<u>343</u>	Notice of Appearance and Request for Notice by Richard H. Drew Filed by Richard H. Drew on behalf of Federal Communication Commission. (Drew, Richard) (Entered: 01/30/2012)
01/30/2012	<u>344</u>	Notice of Service of Discovery Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 01/30/2012)
02/01/2012	<u>345</u>	Order Granting Motion To Continue/Reschedule Hearing (Related Doc # 304) 210 Objection to Claim filed by Debtor Maritime Communications/Land Mobile, LLC Entered on Docket by: (SGF) (Entered: 02/01/2012)
02/02/2012		Hearing Held. Craig M. Geno to submit order. (RE: related document(s)157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Motion approved. Objection of unsecured creditors committee was withdrawn. Order Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012)
02/02/2012		Hearing Held. Craig M. Geno to submit order. (RE: related document(s)158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hold in abeyance. Proof on valuations to be held open. The court will hold a status conference to determine the course of the proceeding at a later date. Order Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012)
02/02/2012		Hearing Held. Craig M. Geno to submit order. (RE: related document(s)203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Motion approved. Obejctions of unsecured creditors committee and Environmental, LLC, were withdrawn. Order Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012)
02/02/2012		Hearing Held. Craig M. Geno to submit order. (RE: related document(s)222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Movant failed to notice; court to issue new hearing date in June 2012. Order Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012)
02/02/2012	1 11 11 11 11 11	Hearing Held. (RE: related document(s)223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Movant failed to notice; Court to issue new hearing date in June 2012. Order Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012)
02/02/2012		Hearing Held. Craig M. Geno to submit order. (RE: related document(s)242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hold in abeyance. Proof on valuations to be held open. Court will hold a status conference to determine the course of the proceeding at a later date. Order Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012)
02/02/2012	ALAWAHIMAHIM PC	Hearing Held. Craig M. Geno to submit order. (RE: related document(s)273 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Motion approved. Obejction of unsecured creditors committee was withdrawn. Order Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012)

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		Hearing Held. Craig M. Geno to submit order. (RE: related document(s)274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC). Motion approved. Objection of unsecured creditors committee was
02/02/2012		withdrawn. Order Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012) Hearing Held. Sammye S. Tharp to submit order. (RE: related document(s)144 Motion to Compel filed by U.S. Trustee U. S. Trustee, 145 Amended Document filed by U.S. Trustee U. S. Trustee). Motion to be withdrawn. Order
02/02/2012	440000	Due by 2/16/2012 Entered on Docket by: (LSC) (Entered: 02/06/2012) BNC Certificate of Service No. of Notices: 1. Notice Date 02/03/2012. (Related Doc # 345) (Admin.) (Entered:
02/03/2012	346	02/04/2012)
02/06/2012	<u>347</u>	Response Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (RE: related document (s)300 Motion for Relief From Stay filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Geno, Craig) (Entered: 02/06/2012)
02/07/2012	<u>349</u>	Proposed Order Filed by Sammye S. Tharp on behalf of U. S. Trustee RE: (related document(s)144 Motion to Compel filed by U.S. Trustee U. S. Trustee). (Tharp, Sammye) (Entered: 02/07/2012)
02/08/2012		Hearing Held. to submit order. (RE: related document(s)300 Motion for Relief From Stay filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Taken under advisement. Entered on Docket by: (LSC) (Entered: 02/09/2012)
02/09/2012	<u>350</u>	Hearing Set On (RE: related document(s) 342 Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 3/16/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 3/13/2012. Entered on Docket by: (SGF) (Entered: 02/09/2012)
02/09/2012		Court Certificate of Mailing; 2/10/2012 cc: Craig Geno (RE: related document(s)350 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 02/09/2012)
02/09/2012	<u>351</u>	Order Withdrawing Motion To Compel (Related Doc # 144) Entered on Docket by: (SGF) (Entered: 02/09/2012)
02/10/2012	352	Document Request for Hearing Transcripts Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s) Hearing Held, Hearing He
02/10/2012	<u>353</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)342 Motion to Extend/Limit Exclusivity Period filed by Debtor Maritime Communications/Land Mobile, LLC, 350 Hearing Set (Document)). (Geno, Craig) (Entered: 02/10/2012)
02/11/2012	<u>354</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 02/11/2012. (Related Doc # 351) (Admin.) (Entered: 02/12/2012)
02/16/2012	<u>355</u>	Third Motion to Borrow (Third Emergency Motion to Authorize Financing Pursuant to 11 U.S.C. § 364) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: # 1 Exhibit "A") (Geno, Craig) (Entered: 02/16/2012)
02/16/2012	356	Order to Set Hearing (Re: 355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 2/29/2012 at 09:30 AM at Oxford Federal Building. Responses due by 4:00 p.m. on 2/27/2012 Entered on Docket by: (LLG) (Entered: 02/16/2012)
02/16/2012	<u>357</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC, 356 Orde to Set/Reset Hearing). (Geno, Craig) (Entered: 02/16/2012)
02/21/2012	<u>358</u>	Document Supplemental Letter of Authorities in Support of Lift Stay Motion Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)300 Motion for Relief From Stay filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 347 Response filed by Debtor Maritime Communications/Land Mobile, LLC, Hearing Held). (Ruhl, Danny) (Entered 02/21/2012)
02/21/2012	<u>359</u>	The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: <u>274</u> Motion to Approve Sale file by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 3/6/2012 Entered on Docket by: (SGF) (Entered: 02/21/2012)
		The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: 157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 203 Motion to Assume Lease or

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02/24/2012	<u>360</u>	Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>222</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>223</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>273</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 3/9/2012 Entered on Docket by: (SGF) (Entered: 02/24/2012)
02/27/2012	<u>361</u>	Objection (Conditional) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A) (Leech, William) (Entered: 02/27/2012)
02/29/2012		Hearing Held. Motion approved. Final hearing to be set. Craig M. Geno to submit order. (RE: related document(s)355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 3/14/2012 Entered on Docket by: (CHH) (Entered: 03/08/2012)
03/02/2012		Telephonic Hearing Held with Craig Geno, Danny Ruhl, and Bill Leech. Danny E. Ruhl to submit order. (RE: related document(s)300 Motion for Relief From Stay filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). The automatic stay will lift effective 5/1/12 to allow the New Jersey litigation to move forward. Any action to act or collect on the judgment should be brought before the court. Order Due by 3/16/2012 Entered on Docket by: (LSC) TIME: 15 min. (Entered: 03/02/2012)
03/05/2012	<u>362</u>	Document Request for Transcript of February 29, 2012 Hearing Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Ruhl, Danny) (Entered: 03/05/2012)
03/07/2012	<u>363</u>	Debtor-In-Possession Monthly Operating Report for Filing Period January, 2012 Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 03/07/2012)
03/07/2012	<u>364</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 03/07/2012)
03/14/2012	<u>365</u>	Order Granting, On An Interim Basis, and Setting Hearing (Re: 355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 4/12/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 4/10/2012. Entered on Docket by: (SGF) Additional attachment(s) added on 3/14/2012 to include exhibits to be noticed by moving party.(Howell, Cheryl). Modified on 3/14/2012 (Howell, Cheryl). (Entered: 03/14/2012)
03/14/2012	<u>366</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)365 Order to Set/Reset Hearing). (Geno, Craig) (Entered: 03/14/2012)
03/16/2012	<u>367</u>	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Verde Systems LLC RE: (related document(s)300 Motion for Relief From Stay filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 03/16/2012)
03/16/2012	<u>368</u>	Order Granting Motion to Extend/Limit Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement (Related Doc # 342) Entered on Docket by: (JHH) (Entered: 03/16/2012)
03/16/2012		Plan or Disclosure Statement Deadline Updated (RE: related document(s) Update Chapter 11/12 Plan or Disclosure Statement Deadlines (Bk)). Chapter 11 Plan due by 5/15/2012. Disclosure Statement due by 5/15/2012. Entered on Docket by: (JHH) (Entered: 03/16/2012)
03/18/2012	369	BNC Certificate of Service No. of Notices: 1. Notice Date 03/18/2012. (Related Doc # 368) (Admin.) (Entered: 03/19/2012)
03/22/2012	370	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)274 Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 03/22/2012)
03/22/2012	<u>371</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)273 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 03/22/2012)
03/22/2012	<u>372</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 03/22/2012)
03/26/2012	<u>373</u>	Order Granting Motion For Relief From Stay (Related Doc # 300) Entered on Docket by: (SGF) (Entered: 03/26/2012)

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03/27/2012	<u>374</u>	Order Granting Motion To Assume Lease or Executory Contract (Related Doc # <u>157</u>) Entered on Docket by: (SGF) (Entered: 03/27/2012)
03/27/2012	<u>375</u>	Order Granting Motion To Assume Lease or Executory Contract (Related Doc # <u>273</u>) Entered on Docket by: (SGF) (Entered: 03/27/2012)
03/27/2012	376	Order Granting Application to Approve Sale (Related Doc # 274) Entered on Docket by: (SGF) (Entered: 03/27/2012)
03/28/2012	377	BNC Certificate of Service No. of Notices: 1. Notice Date 03/28/2012. (Related Doc # 373) (Admin.) (Entered: 03/29/2012)
03/29/2012	<u>378</u>	Motion for Status Hearing <i>EXPEDITED telephonic status conference requested regarding hearing transcripts</i> Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Attachments: # 1 Exhibit A# 2 Exhibit D) (Ruhl, Danny) (Entered: 03/29/2012)
03/29/2012	<u>379</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 03/29/2012. (Related Doc # 374) (Admin.) (Entered: 03/30/2012)
03/29/2012	380	BNC Certificate of Service No. of Notices: 1. Notice Date 03/29/2012. (Related Doc # 375) (Admin.) (Entered: 03/30/2012)
03/29/2012	381	BNC Certificate of Service No. of Notices: 1. Notice Date 03/29/2012. (Related Doc # 376) (Admin.) (Entered: 03/30/2012)
04/02/2012	382	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 04/02/2012)
04/02/2012	383	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)203 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 04/02/2012)
04/02/2012	384	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 04/02/2012)
04/02/2012	<u>385</u>	The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: 222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 4/16/2012 Entered on Docket by: (SGF) (Entered: 04/02/2012)
04/03/2012	14 (44)	Matter in Abeyance Deadlines Updated (RE: related document(s)158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Entered on Docket by: (AOH) (Entered: 04/03/2012)
04/03/2012	***************************************	Matter in Abeyance Deadlines Updated (RE: related document(s)242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Entered on Docket by: (AOH) (Entered: 04/03/2012)
04/04/2012	<u>386</u>	Order Granting Motion To Assume Lease or Executory Contract (Related Doc # 203) Entered on Docket by: (SGF) (Entered: 04/04/2012)
04/06/2012	<u>387</u>	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)304 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 345 Order on Motion to Continue/Reschedule Hearing). (Ruhl, Danny) (Entered: 04/06/2012)
04/06/2012	388	BNC Certificate of Service No. of Notices: 1. Notice Date 04/06/2012. (Related Doc # 386) (Admin.) (Entered: 04/07/2012)
04/06/2012		Telephonic Hearing Held with Danny Ruhl, Bill Leech, Craig Geno, Lee Holman and David Puddister. Danny E. Ruhl to submit order. (RE: related document(s)378 Motion for Status Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Lee Holman shall complete transcripts from the following hearings on the dates indicated: December 7, 2011 by April 9, 2012; February 2, 2012 by April 16, 2012; February 8, 2012 by April 23, 2012; February 29, 2012 by April 30, 2012, and September 9, 2011 by May 21, 2012. Order Due by 4/20/2012 Entered on Docket by: (LSC) TIME: 15 min. (Entered: 04/09/2012)
		Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)378 Motion for Status Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum

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04/07/2012	<u>389</u>	Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 04/07/2012)
04/10/2012	<u>390</u>	Interlocutory Order. Order places motion in abeyance pending allowed discovery and rebuttal testimony. (Re: <u>158</u> Motion to Assume Lease or Executory Contract with DeQuesne Light Company filed by Debtor Maritime Communications/Land Mobile, LLC). Entered on Docket by: (AOH) (Entered: 04/10/2012)
04/10/2012	<u>391</u>	Order placing Matter in Abeyance. Order places motion in abeyance pending allowed discovery and rebuttal testimony. Motion To Assume Lease or Executory Contract with EnCana Oil & Gas (USA), Inc.(Related Doc # 242) Entered on Docket by: (AOH) (Entered: 04/10/2012)
04/10/2012	<u>392</u>	Response Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Leech, William) (Entered: 04/10/2012)
04/10/2012	<u>393</u>	Notice of Appeal of Final Order . Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)376 Order on Application to Approve Sale). Appellant Designation due by 04/24/2012. (Leech, William) (Entered: 04/10/2012)
04/10/2012	394	Notice of Appeal of Final Order . Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)375 Order on Motion to Assume Lease or Executory Contract). Appellant Designation due by 04/24/2012. (Leech, William) (Entered: 04/10/2012)
04/10/2012	<u>395</u>	Notice of Appeal of Final Order . Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)374 Order on Motion to Assume Lease or Executory Contract). Appellant Designation due by 04/24/2012. (Leech, William) (Entered: 04/10/2012)
04/10/2012		Receipt of filing fee for Notice of Appeal(11-13463-DWH) [appeal,ntcapl] (298.00). Receipt number 3681350, amount \$ 298.00. (U.S. Treasury) (Entered: 04/10/2012)
04/10/2012		Receipt of filing fee for Notice of Appeal(11-13463-DWH) [appeal,ntcapl] (298.00). Receipt number 3681350, amount \$ 298.00. (U.S. Treasury) (Entered: 04/10/2012)
04/10/2012		Receipt of filing fee for Notice of Appeal(11-13463-DWH) [appeal,ntcapl] (298.00). Receipt number 3681350, amount \$ 298.00. (U.S. Treasury) (Entered: 04/10/2012)
04/12/2012	<u>396</u>	Notice of Service of Discovery Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company. (Golmon, Bradley) (Entered: 04/12/2012)
04/12/2012	<u>397</u>	Notice of Service of Discovery Filed by Bradley T. Golmon on behalf of Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 04/12/2012)
04/12/2012	398	Debtor-In-Possession Monthly Operating Report for Filing Period February, 2012 Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 04/12/2012)
04/12/2012	<u>399</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 04/12/2012. (Related Doc # 390) (Admin.) (Entered: 04/13/2012)
04/12/2012	<u>400</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 04/12/2012. (Related Doc # 391) (Admin.) (Entered: 04/13/2012)
04/12/2012		Hearing Held. Settled. Craig M. Geno to submit Agreed order. (RE: related document(s)355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 4/26/2012 Entered on Docket by: (LKI) (Entered: 04/13/2012)
04/13/2012	<u>401</u>	Debtor-In-Possession Monthly Operating Report for Filing Period March, 2012 (Pt. 1) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: # 1 Pt. 2) (Geno, Craig) (Entered: 04/13/2012)
04/18/2012	402	Order Granting Motion for Status Hearing (Related Doc # 378) Entered on Docket by: (SGF) (Entered: 04/18/2012)
04/18/2012	403	Order Resetting Telephonic Status Conference (Re: 210 Objection to Claim filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 6/11/2012 at 10:30 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (SGF) (Entered: 04/18/2012)
04/20/2012	404	Motion to Appear pro hac vice <i>of Jeffrey Rosencrants</i> Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 04/20/2012)

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04/20/2012	<u>405</u>	Proposed Order Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate Power and Light Company, Wisconsin Power and Light Company RE: (related document(s)404 Motion to Appear pro hac vice filed by Creditor Alliant Energy Coprorate Services, Inc., Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Golmon, Bradley) (Entered: 04/20/2012)
04/20/2012	<u>406</u>	Notice to Take Deposition or a representative(s) of Wisconsin Power & Light Company Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 04/20/2012)
04/20/2012	<u>407</u>	Notice to Take Deposition of a representative(s) of Interstate Power and Light Company Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 04/20/2012)
04/20/2012	<u>408</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 04/20/2012. (Related Doc # 403) (Admin.) (Entered: 04/21/2012)
04/20/2012	<u>409</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 04/20/2012. (Related Doc # 402) (Admin.) (Entered: 04/21/2012)
04/24/2012	<u>410</u>	Appellant Designation of Contents For Inclusion in Record On Appeal, Statement of Issues on Appeal, Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)393 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 394 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 395 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Appellee designation due by 05/8/2012. (Leech, William) (Entered: 04/24/2012)
04/24/2012	<u>411</u>	Appellant Designation of Contents For Inclusion in Record On Appeal , Statement of Issues on Appeal, Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)394 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Appellee designation due by 05/8/2012. (Leech, William) (Entered: 04/24/2012)
04/24/2012	412	Appellant Designation of Contents For Inclusion in Record On Appeal, Statement of Issues on Appeal, Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)395 Notice of Appeal filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Appellee designation due by 05/8/2012. (Leech, William) (Entered: 04/24/2012)
04/24/2012	<u>413</u>	Request for Transcript re: Appeal (February 2, 2012 Hearings) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)410 Appellant Designation filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, Statement of Issues on Appeal, 411 Appellant Designation filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Uerde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, Statement of Issues on Appeal). (Leech, William) (Entered: 04/24/2012)
04/26/2012	<u>414</u>	Order Granting Motion To Appear pro hac vice (Related Doc # 404) Entered on Docket by: (SGF) (Entered: 04/26/2012)
04/27/2012	<u>415</u>	The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: 355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 5/11/2012 Entered on Docket by: (SGF) (Entered: 04/27/2012)
04/27/2012	<u>416</u>	Supplemental Motion to Assume Lease or Executory Contract (Approve Proposed Cure Payment under Assumed Asset Purchase Agreement with Enbridge, Inc.) Filed by Michael A. Crawford on behalf of Enbridge, Inc (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) (Crawford, Michael) (Entered: 04/27/2012)
04/27/2012	<u>417</u>	Supplemental Motion to Assume Lease or Executory Contract (Approve Proposed Cure Payment Under Assumed Purchase Agreement) Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation. (Attachments: # 1 Exhibit # 2 Exhibit # 3 Exhibit) (Crawford, Michael) (Entered: 04/27/2012)
) (HIV.) (V.)	CAUTION: HEARING TO BE RESET BY THE COURT. ALL DEADLINES SET BY THIS ENTRY ARE TERMINATED. Hearing Set On (RE: related document(s) <u>416</u> Supplemental Motion to Assume Lease or Executory Contract). Hearing scheduled for 5/24/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by

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04/27/2012	<u>418</u>	5/22/2012. Entered on Docket by: (LLG) Modified on 4/27/2012 (Barker, Carrie). (Entered: 04/27/2012)
04/27/2012	419	CAUTION: NO PRODUCTION OF HEARING NOTICE. DEADLINES TERMINATED AS SET BY THIS ENTRY. Hearing Set On (RE: related document(s) <u>417</u> Supplemental Motion to Assume Lease or Executory Contract). Hearing scheduled for 5/24/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 5/22/2012. Entered on Docket by: (LLG) Modified on 4/27/2012 (Barker, Carrie). (Entered: 04/27/2012)
04/27/2012	420	CAUTION: HEARING TO BE RESET BY THE COURT. ALL DEADLINES SET BY THIS ENTRY ARE TERMINATED. Hearing Set On (RE: related document(s) 417 Supplemental Motion to Assume Lease or Executory Contract). Hearing scheduled for 5/24/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 5/22/2012. Entered on Docket by: (LLG) Modified on 4/27/2012 (Barker, Carrie). (Entered: 04/27/2012)
04/28/2012	421	BNC Certificate of Service No. of Notices: 2. Notice Date 04/28/2012. (Related Doc # 414) (Admin.) (Entered: 04/29/2012)
04/30/2012	<u>422</u>	Hearing Set On (RE; related document(s) <u>416</u> Supplemental Motion to Assume Lease or Executory Contract). Hearing scheduled for 6/5/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 5/29/2012. Entered on Docket by: (SGF) (Entered: 04/30/2012)
04/30/2012	423	Hearing Set On (RE; related document(s) <u>417</u> Supplemental Motion to Assume Lease or Executory Contract). Hearing scheduled for 6/5/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 5/29/2012. Entered on Docket by: (SGF) (Entered: 04/30/2012)
04/30/2012		Court Certificate of Mailing; 5/1/2012 cc: Michael Crawford (RE: related document(s)422 Hearing Set (Document), 423 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 04/30/2012)
04/30/2012	424	Disclosure Statement Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (Attachments: # 1 Exhibit A - Pt 1# 2 Exhibit A - Pt 2# 3 Exhibit B) (Geno, Craig) (Entered: 04/30/2012)
04/30/2012	425	Chapter 11 Plan of Reorganization Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (Geno, Craig) (Entered: 04/30/2012)
05/01/2012	<u>426</u>	Certificate of Service Filed by Michael A. Crawford on behalf of Enbridge, Inc. RE: (related document(s)416 Motion to Assume Lease or Executory Contract filed by Interested Party Enbridge, Inc., 422 Hearing Set (Document)). (Crawford, Michael) (Entered: 05/01/2012)
05/01/2012	427	Certificate of Service Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)417 Motion to Assume Lease or Executory Contract filed by Interested Party Dixie Electric Membership Corporation, 423 Hearing Set (Document)). (Crawford, Michael) (Entered: 05/01/2012)
05/02/2012		CLERK'S REQUEST FOR CORRECTIVE ACTION. Failure to correct the deficiency(ies) as stated within 2 business days from the date of filing may result in the filed item being dismissed or stricken. The certificate of service submitted stating upon whom materials were served fails to include a copy of the materials served. PLEASE FILE AN AMENDED CERTIFICATE OF SERVICE SHOWING ATTACHED ALL MATERIALS SERVED TO PARTIES. THIS SHOULD INCLUDE, THE MOTION AND HEARING NOTICE WITH THE CREDITORS' MATRIX ATTACHED. PLEASE CONTACT THE CLERK'S OFFICE IF FURTHER INFORMATION IS REQUIRED. THE FILER IS DIRECTED TO TO RESUBMIT THE CERTIFICATE OF SERVICE WITH A COPY OF THE MATERIALS SERVED. (RE: related document(s)426 Certificate of Service filed by Interested Party Enbridge, Inc., 427 Certificate of Service filed by Interested Party Dixie Electric Membership Corporation). Corrective Action due by 5/4/2012. Entered on Docket by: (SGF) (Entered: 05/02/2012)
05/02/2012	428	Certificate of Service (AMENDED) Filed by Michael A. Crawford on behalf of Enbridge, Inc. RE: (related document (s)416 Motion to Assume Lease or Executory Contract filed by Interested Party Enbridge, Inc., 422 Hearing Set (Document)). (Crawford, Michael) (Entered: 05/02/2012)
05/02/2012	<u>429</u>	Certificate of Service (AMENDED) Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)417 Motion to Assume Lease or Executory Contract filed by Interested Party Dixie Electric Membership Corporation, 423 Hearing Set (Document)). (Crawford, Michael) (Entered: 05/02/2012)
05/03/2012	,	Correction of Deficient Filing (RE: related document(s) Clerk's Request for Corrective Action). Entered on Docket by: (SGF) (Entered: 05/03/2012)
05/03/2012	<u>430</u>	Disclosure Statement Hearing Set On (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 6/5/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Last day to oppose disclosure statement is 6/1/2012. Entered on Docket by: (SGF) (Entered: 05/03/2012)
05/03/2012		Court Certificate of Mailing; 5/4/2012 cc: Craig Geno (RE: related document(s)430 Hearing Set (Chapter 11 Disclosure Statement)). Entered on Docket by: (SGF) (Entered: 05/03/2012)
14-545-0-5-0		Motion to Continue Hearing to June 13 Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)416 Motion to Assume Lease or Executory Contract filed by Interested Party

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05/07/2012	<u>431</u>	Enbridge, Inc., <u>417</u> Motion to Assume Lease or Executory Contract filed by Interested Party Dixie Electric Membership Corporation, <u>422</u> Hearing Set (Document), <u>423</u> Hearing Set (Document), <u>424</u> Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC, <u>430</u> Hearing Set (Chapter 11 Disclosure Statement)). (Leech, William) (Entered: 05/07/2012)
05/07/2012	432	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)431 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 05/07/2012)
05/08/2012	433	Order to Continue Hearing (Re: 416 Motion to Assume Lease or Executory Contract filed by Interested Party Enbridge, Inc., 417 Motion to Assume Lease or Executory Contract filed by Interested Party Dixie Electric Membership Corporation, 424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 6/13/2012 at 09:30 AM at Oxford Federal Building. Deadline for objections 6/6/12. Entered on Docket by: (SGF) (Entered: 05/08/2012)
05/08/2012	434	Disclosure Statement Hearing Set On (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 6/13/2012 at 09:30 AM at Oxford Federal Building. Last day to oppose disclosure statement is 6/6/2012. Entered on Docket by: (SGF) (Entered: 05/08/2012)
05/08/2012		Court Certificate of Mailing; 5/9/2012 cc: Craig Geno (RE: related document(s)434 Hearing Set (Chapter 11 Disclosure Statement)). Entered on Docket by: (SGF) (Entered: 05/08/2012)
05/08/2012	435	Joint Motion to Limit Noticees of Continued Hearings on Motions to Approve Cure Payment Under Assumed Purchase Agreement Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc. (RE: related document(s)416 Motion to Assume Lease or Executory Contract filed by Interested Party Enbridge, Inc., 417 Motion to Assume Lease or Executory Contract filed by Interested Party Dixie Electric Membership Corporation). (Crawford, Michael) (Entered: 05/08/2012)
05/08/2012	436	Proposed Order Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc. RE: (related document(s)435 Motion to Limit Noticees filed by Interested Party Dixie Electric Membership Corporation, Interested Party Enbridge, Inc.). (Crawford, Michael) (Entered: 05/08/2012)
05/09/2012	437	Notice to Take Deposition of MC/LM Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 05/09/2012)
05/09/2012	438	Motion to Appear pro hac vice of Brendan Morrissesy Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 05/09/2012)
05/09/2012	439	Proposed Order Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company RE: (related document(s)438 Motion to Appear pro hac vice filed by Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Golmon, Bradley) (Entered: 05/09/2012)
05/09/2012	<u>440</u>	Motion to Appear pro hac vice of Joshua S. Turner Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 05/09/2012)
05/09/2012	<u>441</u>	Proposed Order Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company RE: (related document(s)440 Motion to Appear pro hac vice filed by Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Golmon, Bradley) (Entered: 05/09/2012)
05/09/2012	442	Motion for 2004 Examination of NRTC and Request for Production Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Attachments: # 1 Exhibit A (Proposed Order)# 2 Exhibit B (Document Requests)) (Leech, William) (Entered: 05/09/2012)
05/09/2012	<u>443</u>	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)442 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 05/09/2012)
05/10/2012	<u>444</u>	Notice of Change of Address for Alliant Energy Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc (Crawford, Michael) (Entered: 05/10/2012)
05/10/2012	<u>445</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC, 434 Hearing Set (Chapter 11 Disclosure Statement)). (Geno, Craig) (Entered: 05/10/2012)
05/10/2012	446	BNC Certificate of Service No. of Notices: 1. Notice Date 05/10/2012. (Related Doc # 433) (Admin.) (Entered: 05/11/2012)

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05/11/2012	447	Order Granting Motion To Limit Noticees (Related Doc # 435) Entered on Docket by: (JHH) (Entered: 05/11/2012)
05/14/2012	<u>449</u>	Notice of Change of Address for Global Tower, LLC; Crown Castle International Corp de Puerto Rico; Craven Co Tax Collector; James L. Teel; and Washington Electric Coop Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc (Crawford, Michael) (Entered: 05/14/2012)
05/14/2012	<u>450</u>	CAUTION: INCOMPLETE PDF AND LINK RELATIONSHIP. SEE DOCUMENT 451 FOR CORRECTION. Certificate of Service re Order Granting Skytel's Motion to Continue and Reset June 5 Hearings-Dkt. No. 433 Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)431 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Crawford, Michael) Modified on 5/16/2012 (Barker, Carrie). (Entered: 05/14/2012)
05/15/2012		CLERK'S REQUEST FOR CORRECTIVE ACTION. Failure to correct the deficiency(ies) as stated within 2 business days from the date of filing may result in the filed item being dismissed or stricken. The certificate of service submitted stating upon whom materials were served fails to include a copy of the materials served. PLEASE RESUBMIT CERTIFICATE OF SERVICE INCLUDING IN THE PDF THE ORDER OF CONTINUANCE. PLEASE REFERENCE THE CERTIFICATE OF SERVICE TO THE ORDER OF CONTINUANCE. DOC#433. YOU MAY CONTACT THE CLERK'S OFFICE IF FURTHER INFORMATION IS NEEDED. THE FILER IS DIRECTED TO TO RESUBMIT THE CERTIFICATE OF SERVICE WITH A COPY OF THE MATERIALS SERVED. (RE: related document(s)450 Certificate of Service filed by Interested Party Dixie Electric Membership Corporation). Corrective Action due by 5/17/2012. Entered on Docket by: (SGF) (Entered: 05/15/2012)
05/15/2012	<u>451</u>	Certificate of Service (Amended) Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)431 Motion to Continue/Reschedule Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 433 Order to Continue Hearing). (Attachments: # 1 Order Granting Skytel's Motion to Continue and Reset June 5 Hearings) (Crawford, Michael) (Entered: 05/15/2012)
05/15/2012	<u>453</u>	Order Granting Motion To Appear pro hac vice (Related Doc # <u>440</u>) Entered on Docket by: (SGF) (Entered: 05/15/2012)
05/15/2012	<u>454</u>	Order Granting Motion To Appear pro hac vice (Related Doc # 438) Entered on Docket by: (SGF) (Entered: 05/15/2012)
05/16/2012		Correction of Deficient Filing (RE: related document(s) Clerk's Request for Corrective Action). Entered on Docket by: (SGF) (Entered: 05/16/2012)
05/16/2012	455	Notice of Service of Discovery Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 05/16/2012)
05/16/2012	<u>456</u>	Motion Extend Time to Respond to Interrogatories and Requests for Production of Documents Propounded by WPL Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 05/16/2012)
05/16/2012	<u>457</u>	Motion Extend Time to Respond to Interrogatories and Requests for Production of Documents Propounded by IPL Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 05/16/2012)
05/17/2012	<u>458</u>	The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: 456 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 5/31/2012 Entered on Docket by: (SGF) (Entered: 05/17/2012)
05/17/2012	459	The court hereby orders and directs Craig M. Geno to submit a proposed order (Re: 457 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 5/31/2012 Entered on Docket by: (SGF) (Entered: 05/17/2012)
05/17/2012	<u>460</u>	BNC Certificate of Service No. of Notices: 2. Notice Date 05/17/2012. (Related Doc # 453) (Admin.) (Entered: 05/18/2012)
05/17/2012	<u>461</u>	BNC Certificate of Service No. of Notices: 2. Notice Date 05/17/2012. (Related Doc # 454) (Admin.) (Entered: 05/18/2012)
05/18/2012	462	Response Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company (RE: related document(s) 457 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC). (Golmon, Bradley) (Entered: 05/18/2012)
05/18/2012	<u>463</u>	Response Filed by Bradley T. Golmon on behalf of Wisconsin Power and Light Company (RE: related document(s) 456 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC). (Golmon, Bradley) (Entered: 05/18/2012)

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05/18/2012	<u>464</u>	Document Requesting Transcripts from Lee Holmon, Court Reporter, Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 05/18/2012)
05/22/2012	<u>467</u>	Application to Employ Dennis C. Brown as Special Counsel Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 05/22/2012)
05/24/2012	<u>468</u>	Opposition Objection National Rural Telecommunications Cooperative's Response in Opposition to Motion for Rule 2004 Examination Filed by James A. McCullough II on behalf of National Rural Telecommunications Cooperative (RE: related document(s)442 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Attachments: # 1 Exhibit 1 - 8-2-06 Order# 2 Exhibit 2 - SkyTel-H Report Regarding Prehearing Conference# 3 Exhibit 3 - Protective Order) (McCullough, James) (Entered: 05/24/2012)
05/24/2012	<u>469</u>	Motion for 2004 Examination of NCASS, and related Requests for Document Production, Temporary Preservation Order, Related Relief, and Expedited Telephonic Hearing Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Attachments: # 1 Exhibit A (Mobex Declaration - Predmore)# 2 Exhibit B (MCLM Opposition)# 3 Exhibit C (Proposed Order)# 4 Exhibit D (Document Request - Other)# 5 Exhibit E (NCASS Fax)# 6 Exhibit F (MCLM Counsel Eml to FCC)) (Leech, William) (Entered: 05/24/2012)
05/24/2012	470	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)469 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 05/24/2012)
05/25/2012	<u>471</u>	Expedited Motion to Enforce Order regarding Hearing Transcripts and for Other Related Relief Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Ruhl, Danny) (Entered: 05/25/2012)
05/29/2012	472	Notice of Change of Address Filed by James L. Teel . Entered on Docket by: (SGF) (Entered: 05/29/2012)
05/29/2012	473	Hearing Set On (RE: related document(s) <u>467</u> Application to Employ Dennis C. Brown as Special Counsel Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 7/5/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 6/25/2012. Entered on Docket by: (SGF) (Entered: 05/29/2012)
05/29/2012		Court Certificate of Mailing; 5/30/2012 cc: Geno (RE: related document(s)473 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 05/29/2012)
05/30/2012	<u>474</u>	Joinder to National Rural Telecommunications Cooperative's Response in Opposition to Motion for Rule 2004 Examination Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)442 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 468 Objection filed by Creditor National Rural Telecommunications Cooperative). (Geno, Craig) (Entered: 05/30/2012)
05/30/2012	<u>475</u>	Objection Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate Power and Light Company, Wisconsin Power and Light Company (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Golmon, Bradley) (Entered: 05/30/2012)
05/30/2012	<u>476</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)355 Motion to Borrow filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 05/30/2012)
05/31/2012	477	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)467 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 473 Hearing Set (Document)). (Geno, Craig) (Entered: 05/31/2012)
05/31/2012		Telephonic Hearing Held with Danny Ruhl, Bill Leech, Craig Geno, Derek Meek and Mark Bishoff. William H. Leech to submit order. (RE: related document(s) 469 Motion for Examination filed by Creditors Warren Havens, Skythrittelesspectation in the boxed documents", will be allowed. These documents may be collated and copied by a bonded copier at Skytel's expense, but shall not be made available to any party without further order of the court. The ownership of these documents, as well as, issues related to confidentiality and privilege will be addressed at a later date. All remaining issues raised by Skytel in its motion are reserved for a later hearing. Order Due by 6/14/2012 Time: 30 min. Entered on Docket by: (AOH) (Entered: 06/06/2012)
		Telephonic Hearing Held with Craig Geno and Danny Ruhl. To be held in abeyance. No order to be submitted at this time. (RE: related document(s) 471 Expedited Motion to Enforce Order regarding Hearing Transcripts and for Other

05/31/2012		Related Relief filed by Creditors Warren Havens, Skybridge Spectrum Foundation, Verde Systems LLC, Environmental LLC, Intelligent Transportation & Monitoring LLC, Telesaurus Holdings GB LLC). Time: 15 min. Entered on Docket by: (AOH) (Entered: 06/06/2012)
05/31/2012		Telephonic Hearing Held with Craig Geno and Brad Golman. Craig M. Geno to submit order. (RE: related document (s)456 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC). The interrogatories focusing on the requests for admission will initially be limited to the 14 requests that were absolutely denied. The interrogatories requesting a list of all relevant documents can be answered by producing documents for inspection and copying. Any issues concerning confidentiality and privilege are reserved for a leter hearing. The debtor will have until 6/15/12 to respond. Order Due by 6/14/2012. Time: 20 min. Entered on Docket by: (AOH) (Entered: 06/06/2012)
06/01/2012	<u>478</u>	Objection Filed by Sammye S. Tharp on behalf of U. S. Trustee (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Tharp, Sammye) (Entered: 06/01/2012)
06/04/2012	<u>479</u>	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)469 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 06/04/2012)
06/04/2012	<u>480</u>	Objection to Disclosure Statement Filed by Jim F. Spencer Jr. on behalf of Southern California Regional Rail Authority (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Spencer, Jim) (Entered: 06/04/2012)
06/05/2012	<u>481</u>	Notice of Appearance and Request for Notice by Bradley T. Golmon Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ. (Golmon, Bradley) (Entered: 06/05/2012)
06/05/2012	482	Final Order Granting Motion To Borrow (Related Doc # 355) Entered on Docket by: (SGF) (Entered: 06/05/2012)
06/05/2012	483	Motion to Appear pro hac vice (Max A. Moseley) Filed by R. Spencer Clift III on behalf of Southeastern Commercial Finance, LLC. (Attachments: # 1 Exhibit A# 2 Exhibit B) (Clift, R.) (Entered: 06/05/2012)
06/06/2012	<u>484</u>	The court hereby orders and directs R. Spencer Clift III to submit a proposed order (Re: 483 Motion to Appear pro hac vice filed by Creditor Southeastern Commercial Finance, LLC). Order Due by 6/20/2012 Entered on Docket by: (SGF) (Entered: 06/06/2012)
06/06/2012	485	Objection Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Golmon, Bradley) (Entered: 06/06/2012)
06/06/2012	<u>486</u>	Motion to Appear pro hac vice of Evan R. Baker Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ. (Golmon, Bradley) (Entered: 06/06/2012)
06/06/2012	487	Proposed Order Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ RE: (related document(s)486 Motion to Appear pro hac vice filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ). (Golmon, Bradley) (Entered: 06/06/2012)
06/06/2012	488	Motion to Appear pro hac vice of Richard M. Roberson Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ. (Golmon, Bradley) (Entered: 06/06/2012)
06/06/2012	489	Proposed Order Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ RE: (related document(s)488 Motion to Appear pro hac vice filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ). (Golmon, Bradley) (Entered: 06/06/2012)
06/06/2012	490	Objection to Disclosure Statement Filed by Richard H. Drew on behalf of Federal Communication Commission (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Drew, Richard) (Entered: 06/06/2012)
06/06/2012	<u>491</u>	Order Granting in Part Motion for 2004 Examination (Related Doc # 469) Entered on Docket by: (SGF) (Entered: 06/06/2012)
06/06/2012	<u>492</u>	Objection to Debtor's Disclosure Statement Filed by James A. McCullough II on behalf of National Rural Telecommunications Cooperative (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (McCullough, James) (Entered: 06/06/2012)
06/06/2012	<u>493</u>	Objection to Disclosure Statement Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 06/06/2012)
		Response (Combined) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems

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1	· ·	LLC (RE: related document(s)416 Motion to Assume Lease or Executory Contract filed by Interested Party Enbridge
06/06/2012	<u>494</u>	Inc., 417 Motion to Assume Lease or Executory Contract filed by Interested Party Dixie Electric Membership Corporation). (Leech, William) (Entered: 06/06/2012)
06/06/2012	495	Objection to Disclosure Statement Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A (Limited Joint Stipulation)# 2 Exhibit B (SkyTel POC)) (Leech, William (Entered: 06/06/2012)
06/07/2012	<u>496</u>	Debtor-In-Possession Monthly Operating Report for Filing Period April, 2012 Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 06/07/2012)
06/07/2012	497	Proposed Order Filed by R. Spencer Clift III on behalf of Southeastern Commercial Finance, LLC RE: (related document(s)483 Motion to Appear pro hac vice filed by Creditor Southeastern Commercial Finance, LLC). (Clift, R. (Entered: 06/07/2012)
06/07/2012	498	Motion for Relief from Stay . Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ. Objections to Motion for Relief from Stay due by 06/25/2012. (Golmon, Bradley) (Entered: 06/07/2012)
06/07/2012	11.38	Receipt of filing fee for Motion for Relief From Stay(11-13463-DWH) [motion,mrlfsty] (176.00). Receipt number 3770536, amount \$ 176.00. (U.S. Treasury) (Entered: 06/07/2012)
06/07/2012	<u>499</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 06/07/2012. (Related Doc # 482) (Admin.) (Entered: 06/08/2012)
06/08/2012	<u>500</u>	Hearing Set On (RE: related document(s) <u>498</u> Motion for Relief from Stay . Filed by Bradley T. Golmon on behalf o Denton County Electric Cooperative, Inc. d/b/a CoServ. Objections to Motion for Relief from Stay due by 06/25/2012.). Hearing scheduled for 7/5/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (CHH) (Entered: 06/08/2012)
06/08/2012		Court Certificate of Mailing; cc: Bradley T. Golmon (RE: related document(s)500 Hearing Set (Document) with Matrix) 6/11/2012. Entered on Docket by: (CHH) (Entered: 06/08/2012)
06/08/2012	501	BNC Certificate of Service No. of Notices: 1. Notice Date 06/08/2012. (Related Doc # 491) (Admin.) (Entered: 06/09/2012)
06/11/2012		Telephonic Hearing Held with Danny Ruhl, Bill Leech, and Craig Geno. (RE: related document(s)210 Objection to Claim filed by Debtor Maritime Communications/Land Mobile, LLC). Attorneys are to submit confidential letters by 6/25/12 as to what is required to move forward with the claims objection. The court will then provide structure as to the hearing. Entered on Docket by: (LSC) TIME: 20 min. (Entered: 06/11/2012)
06/12/2012	502	Motion to Approve Cure and Indemnification Payments Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 06/12/2012)
06/12/2012	<u>503</u>	Certificate of Service Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ RE: (related document(s)498 Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ). (Golmon, Bradley) (Entered: 06/12/2012)
06/12/2012	<u>504</u>	Motion for Inclusion in Protective Order Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 06/12/2012)
06/13/2012	<u>505</u>	Order Granting Motion To Appear pro hac vice (Related Doc # 486) Entered on Docket by: (SGF) (Entered: 06/13/2012)
06/13/2012	506	Order Granting Motion To Appear pro hac vice (Related Doc # 488) Entered on Docket by: (SGF) (Entered: 06/13/2012)
06/13/2012	<u>507</u>	Order Granting Motion To Appear pro hac vice (Related Doc # 483) Entered on Docket by: (SGF) (Entered: 06/13/2012)
06/13/2012	<u>508</u>	Proposed Order Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate Power and Light Company, Wisconsin Power and Light Company RE: (related document(s)456 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC, 457 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC). (Golmon, Bradley) (Entered: 06/13/2012)
	, i, i, i, i, i i i i i i i i i i i i i	Hearing Held. Craig M. Geno to submit order. (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). The court gave direction as to what should be done to supplement correct the original disclosure statement. The date to include a discussion of the Second Thursday proceeding before the FCC is 6/28/12. The parties are to discuss and if unable to resolve, SkyTel is to submit a response by 7/9/12. All other issues concerning the supplement or amendment to the disclosure statement are to be submitted by 6/28/12.

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06/13/2012		Order Due by 6/27/2012 Entered on Docket by: (LSC) (Entered: 06/14/2012)
06/13/2012		Hearing Held. Settled Agreed Order. Michael A. Crawford to submit order. (RE: related document(s)416 Motion to Assume Lease or Executory Contract filed by Interested Party Enbridge, Inc.). Order Due by 6/27/2012 Entered on Docket by: (SFP) (Entered: 06/20/2012)
06/13/2012		Hearing Held. Settled Agreed Order. Michael A. Crawford to submit order. (RE: related document(s)417 Motion to Assume Lease or Executory Contract filed by Interested Party Dixie Electric Membership Corporation). Order Due by 6/27/2012 Entered on Docket by: (SFP) (Entered: 06/20/2012)
06/14/2012	<u>509</u>	Request for Transcript/Audio File Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Verde Systems LLC. (Ruhl, Danny) (Entered: 06/14/2012)
06/15/2012	510	Document Amended Exhibit B (Document Requests and Examination Topics) Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)442 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 06/15/2012)
06/15/2012	511	Order granting Motion to Extend Time (Related Doc # 456) Entered on Docket by: (SGF) (Entered: 06/15/2012)
06/15/2012	512	Order Granting Motion to Extend Time (Related Doc # 457) Entered on Docket by: (SGF) (Entered: 06/15/2012)
06/15/2012	513	BNC Certificate of Service No. of Notices: 2. Notice Date 06/15/2012. (Related Doc # 505) (Admin.) (Entered: 06/16/2012)
06/15/2012	<u>514</u>	BNC Certificate of Service No. of Notices: 2. Notice Date 06/15/2012. (Related Doc # 506) (Admin.) (Entered: 06/16/2012)
06/15/2012	<u>515</u>	BNC Certificate of Service No. of Notices: 2. Notice Date 06/15/2012. (Related Doc # <u>507</u>) (Admin.) (Entered: 06/16/2012)
06/15/2012		Telephonic Hearing Held with Danny Ruhl, James McCullough and Craig Geno. James A. McCullough II to submit order. (RE: related document(s)442 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Objection has been resolved by amended Exhibit B. Order Due by 6/29/2012 Entered on Docket by: (LSC) (Entered: 06/20/2012)
06/17/2012	<u>516</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 06/17/2012. (Related Doc # 511) (Admin.) (Entered: 06/18/2012)
06/18/2012	<u>517</u>	Notice of Appearance and Request for Notice by John G. Loughnane of the law firm of Eckert Searnans Cherin & Mellott LLC Filed by John G. Loughnane on behalf of Duquesne Light Company . Entered on Docket by: (SGF) (Entered: 06/18/2012)
06/18/2012	<u>518</u>	Proposed Order Filed by Michael A. Crawford on behalf of Enbridge, Inc. RE: (related document(s)416 Motion to Assume Lease or Executory Contract filed by Interested Party Enbridge, Inc.). (Crawford, Michael) (Entered: 06/18/2012)
06/18/2012	<u>519</u>	Proposed Order Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation RE: (related document(s)417 Motion to Assume Lease or Executory Contract filed by Interested Party Dixie Electric Membership Corporation). (Crawford, Michael) (Entered: 06/18/2012)
06/20/2012	<u>520</u>	Document received by Stephen G. Traflet on behalf of Defendants, Mobex Network Services . Entered on Docket by: (SGF) (Entered: 06/20/2012)
06/21/2012		Telephonic Hearing Held with Danny Ruhl and Craig Geno. (RE: related document(s)210 Objection to Claim filed by Debtor Maritime Communications/Land Mobile, LLC). An extension of 10 days from 6/25/12 is granted for submission of parties' recommendations of procedure. (See proc. memo of 6/11/12) Entered on Docket by: (LSC) TIME: 5 min. Modified text on 6/21/2012 (Barker, Carrie). (Entered: 06/21/2012)
06/21/2012	<u>521</u>	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s) Hearing Held). (Geno, Craig) (Entered: 06/21/2012)
06/25/2012	522	Order Granting Motion for 2004 Examination (Related Doc # <u>442</u>) Entered on Docket by: (SGF) (Entered: 06/25/2012)
06/25/2012	523	Order Conditionally Granting Motion To Assume Lease or Executory Contract (Related Doc # 417) Entered on Docket by: (SGF) (Entered: 06/25/2012)

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06/25/2012	524	Order Conditionally Granting Motion To Assume Lease or Executory Contract (Related Doc # 416) Entered on Docket by: (SGF) (Entered: 06/25/2012)
06/25/2012	525	Response Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (RE: related document (s)498 Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ). (Geno, Craig) (Entered: 06/25/2012)
06/25/2012	526	Motion to Continue Hearing Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (RE: related document(s)500 Hearing Set (Document)). (Attachments: # 1 Proposed Order) (Geno, Craig) (Entered: 06/25/2012)
06/25/2012	<u>527</u>	Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement (TO OBTAIN PLAN CONFIRMATION) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 06/25/2012)
06/25/2012	528	Objection Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)467 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A) (Leech, William) (Entered: 06/25/2012)
06/27/2012	<u>529</u>	Interlocutory Order (Re: <u>424</u> Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). Entered on Docket by: (SGF) (Entered: 06/27/2012)
06/27/2012	<u>530</u>	Order Vacating Order (Re: <u>522</u> Order on Motion for Examination). Entered on Docket by: (SGF) (Entered: 06/27/2012)
06/27/2012	<u>531</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 06/27/2012. (Related Doc # 522) (Admin.) (Entered: 06/28/2012)
06/27/2012	532	BNC Certificate of Service No. of Notices: 1. Notice Date 06/27/2012. (Related Doc # <u>523</u>) (Admin.) (Entered: 06/28/2012)
06/27/2012	533	BNC Certificate of Service No. of Notices: 1. Notice Date 06/27/2012. (Related Doc # <u>524</u>) (Admin.) (Entered: 06/28/2012)
06/29/2012	534	Hearing Set On (RE: related document(s) <u>527</u> Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement). Hearing scheduled for 9/19/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 7/25/2012. Entered on Docket by: (SGF) (Entered: 06/29/2012)
06/29/2012		Court Certificate of Mailing; 7/2/2012 cc: Geno (RE: related document(s)534 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 06/29/2012)
06/29/2012		Telephonic Hearing Held with Craig Geno and Rich Roberson. Craig M. Geno to submit order. (RE: related document(s)498 Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ, 526 Motion to Continue/Reschedule Hearing filed by Debtor Maritime Communications/Land Mobile, LLC; Hearing set for 7/5/12 shall be continued to 7/23/12, 10:00, Aberdeen. Discovery shall be completed prior to that date Order Due by 7/13/2012 Entered on Docket by: (LSC) TIME: 10 min. (Entered: 06/29/2012)
06/29/2012	<u>535</u>	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)442 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 06/29/2012)
06/29/2012	<u>536</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 06/29/2012. (Related Doc # <u>529</u>) (Admin.) (Entered: 06/30/2012)
06/29/2012	537	BNC Certificate of Service No. of Notices: 1. Notice Date 06/29/2012. (Related Doc # 530) (Admin.) (Entered: 06/30/2012)
07/03/2012	538	Order Granting Motion for 2004 Examination (Related Doc # 442) Entered on Docket by: (SGF) (Entered: 07/03/2012)
07/03/2012	539	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)467 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 528 Objection filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 07/03/2012)
07/03/2012	<u>540</u>	Notice to Take Deposition - Denton County Electric Cooperative, Inc. d/b/a CoServe Electric Filed by Craig M. Gen on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 07/03/2012)

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07/05/2012	<u>541</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 07/05/2012. (Related Doc # <u>538</u>) (Admin.) (Entered: 07/06/2012)
07/05/2012		Hearing Not Held. Continued to file an amended application to employ. William H. Leech to submit order. (RE: related document(s)467 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). Order Due by 7/19/2012 Entered on Docket by: (LLG) (Entered: 07/09/2012)
07/09/2012		Hearing Not Held. Continued to 7/23/12 10:00 am Cochran. (RE: related document(s)498 Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ). Entered on Docket by: (LLG) (Entered: 07/09/2012)
07/10/2012	<u>542</u>	Hearing Set On (RE: related document(s) <u>504</u> Motion <i>for Inclusion in Protective Order</i> Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company.). Hearing scheduled for 9/19/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (AOH) (Entered: 07/10/2012)
07/10/2012	<u>543</u>	Hearing Rescheduled (RE: related document(s) <u>498</u> Motion for Relief from Stay . Filed by Bradley T. Golmon on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ. Objections to Motion for Relief from Stay due by 06/25/2012.). Hearing scheduled for 7/23/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (SGF) (Entered: 07/10/2012)
07/10/2012	544	Interlocutory Order (Re: 498 Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ). Entered on Docket by: (SGF) (Entered: 07/10/2012)
07/11/2012	<u>545</u>	Hearing Set On (RE: related document(s) <u>502</u> Motion to Approve Cure and Indemnification Payments Filed by Bradley T. Golmon on behalf of Interstate Power and Light Company, Wisconsin Power and Light Company.). Hearing scheduled for 9/19/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 8/10/2012. Entered on Docket by: (SGF) (Entered: 07/11/2012)
07/11/2012		Court Certificate of Mailing, 7/12/2012 cc: Bradley Golmon (RE: related document(s)545 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 07/11/2012)
07/12/2012	<u>546</u>	BNC Certificate of Service No. of Notices: 2. Notice Date 07/12/2012. (Related Doc # <u>542</u>) (Admin.) (Entered: 07/13/2012)
07/12/2012	<u>547</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 07/12/2012. (Related Doc # <u>543</u>) (Admin.) (Entered: 07/13/2012)
07/12/2012	<u>548</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 07/12/2012. (Related Doc # <u>544</u>) (Admin.) (Entered: 07/13/2012)
07/13/2012	<u>549</u>	Application to Compromise Controversy Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services Inc., Interstate Power and Light Company, Wisconsin Power and Light Company. (Golmon, Bradley) (Entered: 07/13/2012)
07/13/2012	<u>550</u>	Objection To And Issues Raised Regarding The Debtor's First Amended Disclosure Statement Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)529 Interlocutory Order). (Meek, Derek) (Entered: 07/13/2012)
07/13/2012	<u>551</u>	Objection To And Issues Raised Regarding Debtor's Proposed First Amended Disclosure Statement Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)529 Interlocutory Order). (Attachments: # 1 Exhibit A (Redline)# 2 Exhibit B (June 4 Council Tree Letter)# 3 Exhibit C (FCC Status Report)# 4 Exhibit D (Email re Proposed Insert)) (Leech, William) (Entered: 07/13/2012)
07/16/2012	552	Supplemental Objection To And Issues Raised Regarding Debtor's Proposed First Amended Disclosure Statement Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)529 Interlocutory Order, 551 Objection filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 07/16/2012)
07/16/2012	553	Agreed Order to Continue Hearing (Re: 467 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). Entered on Docket by: (SGF) (Entered: 07/16/2012)
07/16/2012	554	Response Filed by James A. McCullough II on behalf of National Rural Telecommunications Cooperative (RE: related document(s)529 Interlocutory Order). Entered on Docket by: (SGF) (Entered: 07/16/2012)
07/16/2012	<u>555</u>	Response Filed by Jim F. Spencer Jr. on behalf of Southern California Regional Rail Authority (RE: related documen (s)529 Interlocutory Order). Entered on Docket by: (SGF) (Entered: 07/16/2012)
		Motion for Status Hearing (Telephonic Status Conference Requested) Filed by Danny E. Ruhl on behalf of

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07/17/2012	<u>556</u>	Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s) <u>158</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>234</u> Objection filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC, <u>242</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC, <u>244</u> Objection filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, <u>328</u> Objection filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC, <u>336</u> Objection filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, <u>390</u> Interlocutory Order, <u>391</u> Order on Motion to Assume Lease or Executory Contract). (Ruhl, Danny) (Entered: 07/17/2012)
07/18/2012	<u>558</u>	Proposed Order Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate Power and Light Company, Wisconsin Power and Light Company RE: (related document(s)549 Application to Compromise Controversy filed by Creditor Alliant Energy Coprorate Services, Inc., Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Golmon, Bradley) (Entered: 07/18/2012)
07/18/2012	<u>559</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 07/18/2012. (Related Doc # 553) (Admin.) (Entered: 07/19/2012)
07/18/2012		Telephonic Hearing Held with Danny Ruhl, Bill Leech, Craig Geno and Derek Meek. Danny E. Ruhl to submit order. (RE: related document(s)471 Generic Motion filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Because of the unavailability of a transcript of the previous hearings, the court will rehear the motions to assume executory contracts (Dkt. Nos. 87, 121, 122, 127, 129, 157, 158, 242, 273) and motion to approve sale (Dkt. No. 274) on 9/13 & 14, 2012, 10:00 a.m., at the U.S. Bankruptcy Court, Aberdeen, MS. Also to be heard on these dates is the adjourned hearings on the motion to assume the executory contracts (Dkt. #158 and #242) related to Duquesne Light Co. and Encana Oil & Gas Co. (USA) Inc. Danny Ruhl will file an order extending the time to appeal after the rehearings on the motions to assume executory contracts. Order Due by 8/3/2012 Entered on Docket by: (LSC) TIME: 30 min. Modified on 7/20/2012 (Fields, Sylvia). (Entered: 07/20/2012)
07/18/2012		Telephonic Hearing Held with Danny Ruhl, Bill Leech, Criag Geno, Derek Meek and James McCullough. Danny E. Ruhl to submit order. (RE: related document(s)210 Objection to Claim filed by Debtor Maritime Communications/Land Mobile, LLC, 443 Proposed Order filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). The estimation of the claim of the SkyTel entities (Dkt. # 210) will be considered by the court on 10/15 & 16, 2012, 10:00 a.m., at the U.S. Bankruptcy Court, Aberdeen, MS. Parties are limited to a 2 day mini-trial. The court advised the parties that the discovery deadlines in the New Jersey court litigation had been set. Parties are to attempt to complete copying and examination of records retained by Nations Capital Archives Storage Systems as soon as possible. Parties were also advised that if a confidentiality order is necessary, that a motion should be filed with this court as soon as possible. In keeping with the previous order of this court, the documents to be produced by National Rural Telecommunications Cooperative (NRTC) is on schedule and the production will be completed by 7/30/12. The deposition of the NRTC representative shall be conducted during the week of 9/17/12 with a tentative date of 9/19/12. The deposition is to be conducted at the offices of NRTC. The motion to extend the exclusivity period filed by the debtor, which is currently set for 9/19/12 will be conducted telephonically at a time to be agreed upon by the parties. Order Due by 8/1/2012 Entered on Docket by: (LSC) TIME: 30 min. (Entered: 07/20/2012)
07/19/2012	<u>560</u>	Motion to Continue Hearing Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (RE: related document(s)498 Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ). (Geno, Craig) (Entered: 07/19/2012)
07/19/2012	<u>561</u>	Order Granting Motion To Continue/Reschedule Hearing (Related Doc # <u>560</u>) <u>498</u> Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ Hearing scheduled for 8/29/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (SGF) (Entered: 07/19/2012)
07/19/2012	<u>562</u>	Motion Extend Time Within Which to Amend Application to Employ Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: # 1 Proposed Order) (Geno, Craig) (Entered: 07/19/2012)
07/20/2012	<u>563</u>	Hearing Set On (RE: related document(s) <u>549</u> Application to Compromise Controversy Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate Power and Light Company, Wisconsin Power and Light Company.). Hearing scheduled for 9/19/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 8/17/2012. Entered on Docket by: (SGF) (Entered: 07/20/2012)
07/20/2012		Court Certificate of Mailing; 7/23/2012 cc: Goldman(RE: related document(s)563 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 07/20/2012)
07/21/2012	<u>564</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 07/21/2012. (Related Doc # 561) (Admin.) (Entered: 07/22/2012)
		Certificate of Service Filed by Bradley T. Golmon on behalf of Alliant Energy Coprorate Services, Inc., Interstate

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07/24/2012	<u>565</u>	Power and Light Company, Wisconsin Power and Light Company RE: (related document(s) <u>549</u> Application to Compromise Controversy filed by Creditor Alliant Energy Coprorate Services, Inc., Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Golmon, Bradley) (Entered: 07/24/2012)
07/24/2012	<u>566</u>	Objection Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)527 Motion to Extend/Limit Exclusivity Period filed by Debtor Maritime Communications/Land Mobile LLC). (Ruhl, Danny) (Entered: 07/24/2012)
07/25/2012	567	Objection Filed by Marc P. Solomon on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s) <u>527</u> Motion to Extend/Limit Exclusivity Period filed bebtor Maritime Communications/Land Mobile, LLC). (Solomon, Marc) (Entered: 07/25/2012)
07/25/2012	<u>568</u>	Objection to Debtor's Motion to Extend Period of Exclusivity to Obtain Plan Confirmation Filed by James A. McCullough II on behalf of National Rural Telecommunications Cooperative (RE: related document(s)527 Motion to Extend/Limit Exclusivity Period filed by Debtor Maritime Communications/Land Mobile, LLC). (McCullough, James) (Entered: 07/25/2012)
07/27/2012	<u>569</u>	Notice of Appearance and Request for Notice by Douglas C. Noble Filed by Douglas C. Noble on behalf of Council Tree Investors. (Noble, Douglas) (Entered: 07/27/2012)
07/27/2012	<u>570</u>	First Amended Disclosure Statement for Maritime Communications/Land Mobile, LLC Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (Attachments: # 1 Exhibit A - Pt 1 (Schedules)# 2 Exhibit A - Pt 2 (Amended Schedules)# 3 Exhibit B - Pt 1 (Docket pp.1-25)# 4 Exhibit B - Pt 2 (Docket pp 26-49)# 5 Exhibit C# 6 Exhibit D) (Geno, Craig) (Entered: 07/27/2012)
07/30/2012	<u>571</u>	Disclosure Statement Hearing Set On (RE: related document(s)570 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/19/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Last day to oppose disclosure statement is 8/31/2012. Entered on Docket by: (SGF) (Entered: 07/30/2012)
07/30/2012	573	Debtor-In-Possession Monthly Operating Report for Filing Period May, 2012 (Pt. 1) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: # 1 Pt. 2) (Geno, Craig) (Entered: 07/30/2012)
07/30/2012	<u>574</u>	Debtor-In-Possession Monthly Operating Report for Filing Period June, 2012 (Pt. 1) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: # 1 Pt. 2) (Geno, Craig) (Entered: 07/30/2012)
08/02/2012	<u>575</u>	Interlocutory Order Setting Telephonic Hearing (Re: <u>570</u> Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). Entered on Docket by: (LLG) (Entered: 08/02/2012)
08/02/2012	<u>576</u>	Disclosure Statement Telephonic Hearing Set On (RE: related document(s)570 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). Telephonic Hearing scheduled for 9/4/2012 at 01:30 PM. Last day to oppose disclosure statement is on or before 12:00 Noon 8/31/2012. Entered on Docket by: (LLG) (Entered: 08/02/2012)
08/02/2012	Action to the second se	Court Certificate of Mailing 8/3/12; cc: Craig Geno (RE: related document(s) <u>576</u> Hearing Set (Chapter 11 Disclosur Statement)). Entered on Docket by: (LLG) (Entered: 08/02/2012)
08/02/2012	<u>577</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)570 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC, 575 Interlocutory Order, 576 Hearing Set (Chapter 11 Disclosure Statement)). (Attachments: # 1 - Part 2 of Certificate of Service) (Geno, Craig) (Entered: 08/02/2012)
08/03/2012	578	Proposed Order Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)562 Motion to Extend/Shorten Time filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 08/03/2012)
08/06/2012	<u>579</u>	Document Letter Requesting Reconsideration of Procedural Aspect of the Upcoming "Re-Hearing" of Multiple Debtor Sale Motions Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)471 Generic Motion filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, Hearing Held). (Leech, William) (Entered: 08/06/2012)
08/07/2012	<u>580</u>	Response of Debtor to Letter Motion for Reconsideration Filed by Warren Havens, et al. Filed by Craig M. Geno or behalf of Maritime Communications/Land Mobile, LLC (RE: related document(s)579 Document filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Geno, Craig (Entered: 08/07/2012)

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08/07/2012	<u>581</u>	Order Granting Motion to Extend Time (Related Doc # <u>562</u>). Debtor is hereby allowed until 8/9/2012 to file an amended Application To Employ Special Counsel (should debtor so choose). Entered on Docket by: (SGF) (Entered: 08/07/2012)
08/08/2012	<u>582</u>	Response Filed by Michael A. Crawford on behalf of Dixie Electric Membership Corporation, Enbridge, Inc. (RE: related document(s)579 Document filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Crawford, Michael) (Entered: 08/08/2012)
08/09/2012	<u>583</u>	Joinder Filed by Jim F. Spencer Jr. on behalf of Southern California Regional Rail Authority RE: (related document (s)580 Response filed by Debtor Maritime Communications/Land Mobile, LLC). (Spencer, Jim) (Entered: 08/09/2012)
08/09/2012	584	Second Motion Extend Time Within Which to Amend Application to Employ Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Attachments: # 1 Proposed Order) (Geno, Craig) (Entered: 08/09/2012)
08/09/2012	<u>585</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 08/09/2012. (Related Doc # 581) (Admin.) (Entered: 08/10/2012)
08/10/2012	<u>586</u>	Order Granting Motion to Extend Time (Related Doc # <u>584</u>). Debtor shall have until 8/30/2012 to file an amended application to employ special counsel. Entered on Docket by: (SGF) (Entered: 08/10/2012)
08/12/2012	<u>587</u>	BNC Certificate of Service No. of Notices: 1. Notice Date 08/12/2012. (Related Doc # 586) (Admin.) (Entered: 08/13/2012)
08/13/2012	588	Application to Employ Robert W. Mauriello, Jr. as Special Counsel Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 08/13/2012)
08/13/2012		Telephonic Hearing Held with Danny Ruhl, Craig Geno, Jim Spencer, Derek Meek, Mike Crawford. Danny E. Ruhl to submit order. (RE: related document(s) <u>579</u> Document filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Request denied. Order Due by 8/27/2012 Entered on Docket by: (LSC) TIME: 20 min. (Entered: 08/14/2012)
08/16/2012	<u>589</u>	Transfer Agreement 3001 (e) 2 Transferor: NEWDORF LEGAL To Council Tree Investors, Inc. Transfer of Claim. Filed by Council Tree Investors. (Noble, Douglas) (Entered: 08/16/2012)
08/16/2012	<u>590</u>	Motion for Hearing to Determine Highest and Best Offer Filed by Douglas C. Noble on behalf of Council Tree Investors. (Attachments: # 1 Exhibit A) (Noble, Douglas) (Entered: 08/16/2012)
08/16/2012	<u>591</u>	Response To Council Tree Investors, Inc.'s Motion For Hearing To Determine Highest And Best Offer Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)590 Generic Motion filed by Interested Party Council Tree Investors). (Meek, Derek) (Entered: 08/16/2012)
08/17/2012	<u>592</u>	Creditor Request for Notices Notice of Appearance and Request for Service Filed by Rappahannock Electric Cooperative. (deLa Cruz, Sheila) (Entered: 08/17/2012)
08/17/2012	<u>593</u>	Notice of Appearance and Request for Notice by William D. Drinkwater Filed by William D. Drinkwater on behalf of National Rural Telecommunications Cooperative. (Drinkwater, William) (Entered: 08/17/2012)
08/17/2012	<u>594</u>	Response Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)549 Application to Compromise Controversy filed by Creditor Alliant Energy Coprorate Services, Inc., Creditor Interstate Power and Light Company, Creditor Wisconsin Power and Light Company). (Leech, William) (Entered: 08/17/2012)
08/20/2012		CLERK'S REQUEST FOR CORRECTIVE ACTION. Failure to correct the deficiency(ies) as stated within 2 business days from the date of filing may result in the filed item being dismissed or stricken. S lected Event Does Not Match PDF Image. PLEASE USE THE CORRECT EVENT NOTICE OF APPEARANCE AND REQUEST FOR NOTICE. THIS EVENT IS LOCATED UNDER NOTICE. THE FILER IS DIRECTED TO REFILE THE PLEADING USING THE CORRECT EVENT. (RE: related document(s)592 Creditor Request for Notices filed by Creditor Rappahannock Electric Cooperative). Corrective Action due by 8/22/2012. Entered on Docket by: (SGF) (Entered: 08/20/2012)
08/20/2012	<u>595</u>	CAUTION: ELECTRONIC SIGNATURE AND LOGIN DO NOT MATCH. SEE DOCUMENT <u>598</u> . Response Filed by R. Spencer Clift III on behalf of Southeastern Commercial Finance, LLC (RE: related document(s) <u>590</u> Generic Motion filed by Interested Party Council Tree Investors). (Clift, R.) Modified on 8/22/2012 (Barker, Carrie). (Entered: 08/20/2012)
	***************************************	CLERK'S REQUEST FOR CORRECTIVE ACTION. Failure to correct the deficiency(ies) as stated within 2

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08/21/2012		business days from the date of filing may result in the filed item being dismissed or stricken. Electronic Signature Does Not Correspond to Attorney Login. THE FILER IS DIRECTED TO REFILE THE MOTION/DOCUMENT WITH THE CORRECT SIGNATURE. (RE: related document(s)595 Response filed by Creditor Southeastern Commercial Finance, LLC). Corrective Action due by 8/23/2012. Entered on Docket by: (SGF) (Entered: 08/21/2012)
08/21/2012	<u>596</u>	Joinder Filed by Jim F. Spencer Jr. on behalf of Southern California Regional Rail Authority RE: (related document (s)591 Response filed by Creditor Committee The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC). (Spencer, Jim) (Entered: 08/21/2012)
08/21/2012	<u>597</u>	Response Filed by Evan R. Baker on behalf of Denton County Electric Cooperative, Inc. d/b/a CoServ (RE: related document(s)498 Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ, 525 Response filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A# 2 Exhibit B) (Baker, Evan) (Entered: 08/21/2012)
08/21/2012	598	Response Filed by R. Spencer Clift III on behalf of Southeastern Commercial Finance, LLC (RE: related document(s) 590 Generic Motion filed by Interested Party Council Tree Investors). (Clift, R.) (Entered: 08/21/2012)
08/21/2012		Telephonic Hearing Held with Doug Noble, Craig Geno, Derek Meek, Bill Bensinger, Danny Ruhl, Richard Drew, Jim Spencer and James McCullough. Douglas C. Noble to submit order. (RE: related document(s)590 Generic Motion filed by Interested Party Council Tree Investors). The court concludes that the secured creditors group (Choctaw) and Council Tree Investors, Inc. (CTI) shall submit versions of their respective proposals to acquire the debtors assets. These proposals are to be incorporated in the debtors amended disclosure statement which is scheduled for consideration on 9/4/12. In addition, Choctaw and CTI are to provide comments or criticisms to the others proposal. They then shall have an opportunity to provide a response to the respective comments or criticisms. All of this information is to be submitted to debtors counsel by 8/29/12. Debtors counsel will then incorporate the purchase proposals, the comments and criticisms and the replies into the amended disclosure statement. After the disclosure statement is approved, the creditors in this case shall be given an opportunity to vote on the prospective proposals submitted by Choctaw and CTI to determine which is the most favored. Creditors shall separately be permitted to vote on the acceptance of the debtors current filed plan of reorganization. The confirmation hearing is tentatively scheduled for November 14 and 15, 2012. Order Due by 9/4/2012 Entered on Docket by: (LSC)TIME: I hour 10 min. (Entered: 08/22/2012)
08/24/2012	<u>599</u>	Hearing Set On (RE: related document(s) <u>588</u> Application to Employ Robert W. Mauriello, Jr. as Special Counsel Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 10/9/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 9/21/2012. Entered on Docket by: (SGF) (Entered: 08/24/2012)
08/24/2012		Court Certificate of Mailing; 8/27/2012 cc: Geno(RE: related document(s)599 Hearing Set (Document)). Entered on Docket by: (SGF) (Entered: 08/24/2012)
08/27/2012		Correction of Deficient Filing (RE: related document(s) Clerk's Request for Corrective Action). Entered on Docket by: (SGF) (Entered: 08/27/2012)
08/27/2012	<u>600</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)588 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC, 599 Hearing Set (Document)). (Geno, Craig) (Entered: 08/27/2012)
08/28/2012	<u>601</u>	The court hereby orders and directs Michael A. Crawford, Craig M. Geno, Derek F. Meek, Danny E. Ruhl, Jim F. Spencer Jr. to submit a proposed order (Re: <u>579</u> Document filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Order Due by 9/11/2012 Entered on Docket by: (SGF) (Entered: 08/28/2012)
08/29/2012	602	Order to Continue Hearing (Re: 498 Motion for Relief From Stay filed by Creditor Denton County Electric Cooperative, Inc. d/b/a CoServ). Hearing scheduled for 9/11/2012 at 01:30 PM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (SGF) (Entered: 08/29/2012)
08/29/2012	<u>603</u>	Notice to Take Deposition and Request for Production of Documents Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Leech, William) (Entered: 08/29/2012)
08/30/2012	<u>604</u>	Amended Document - Amended Application to Employ Special Counsel (Dennis C. Brown) Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)467 Application to Employ filed by Debtor Maritime Communications/Land Mobile, LLC). (Geno, Craig) (Entered: 08/30/2012)
08/31/2012	<u>605</u>	Objection to the Debtor's Amended Disclosure Statement Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC, 570 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 08/31/2012)
		Objection Filed by Richard H. Drew on behalf of Federal Communication Commission (RE: related document(s) <u>570</u> Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Drew, Richard)

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08/31/2012	<u>606</u>	(Entered: 08/31/2012)
08/31/2012	607	Response Filed by R. Spencer Clift III on behalf of Southeastern Commercial Finance, LLC (RE: related document(s) 570 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Clift, R.) (Entered: 08/31/2012)
08/31/2012	608	Response to First Amended Disclosure Statement for Maritime Communications/Land Mobile, LLC [Dkt. No. 570] Filed by James A. McCullough II on behalf of National Rural Telecommunications Cooperative (RE: related document(s)570 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (McCullough, James) (Entered: 08/31/2012)
08/31/2012	<u>609</u>	Objection Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)424 Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC, 570 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Leech, William) (Entered: 08/31/2012)
08/31/2012	<u>610</u>	Second Amended Disclosure Statement Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC (Attachments: # 1 Exhibit A - Pt 1# 2 Exhibit A - Pt 2# 3 Exhibit B - Pt 1# 4 Exhibit B - Pt 2# 5 Exhibit C-1# 6 Exhibit C-2# 7 Exhibit D - Pt 1# 8 Exhibit D - Pt 2) (Geno, Craig) (Entered: 08/31/2012)
08/31/2012	<u>611</u>	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s) <u>579</u> Document filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 08/31/2012)
08/31/2012	612	BNC Certificate of Service No. of Notices: 1. Notice Date 08/31/2012. (Related Doc # 602) (Admin.) (Entered: 09/01/2012)
09/03/2012	<u>613</u>	Objection (**including SkyTel Proposal) Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)610 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A (Email with Debtor with Proposed Language)# 2 Exhibit B (Initial Hearing Transcript Excerpts)# 3 Exhibit C (SkyTel Proposal)) (Leech, William) (Entered: 09/03/2012)
09/04/2012	614	Proposed Order Filed by William H. Leech on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)471 Generic Motion filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC, 556 Motion for Status Hearing filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Leech, William) (Entered: 09/04/2012)
09/04/2012	<u>615</u>	Document Notice of Plan Support Letter by The Official Committee of Unsecured Creditors Filed by Derek F. Meek on behalf of The Official Committee of Unsecured Creditors of Maritime Communications/Land Mobile, LLC RE: (related document(s)610 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). (Meek, Derek) (Entered: 09/04/2012)
09/04/2012		Hearing Held (Telephonic - Recorded ECR). Craig M. Geno to submit order. (RE: related document(s)570 Amended Disclosure Statement filed by Debtor Maritime Communications/Land Mobile, LLC). The court will permit the disclosure statement to be approved with the competing proposals to acquire the debtors assets by Choctaw and Council Tree along with the comments voicing objections by the respective purchasers. The language proposed by the SkyTel entities will be attached to the disclosure statement and Exhibit E with the disclaimer that the debtor disagrees with the language. The debtor may insert in the disclosure statement that the secured creditors reserve all rights that might be provided by their security agreements which is potentially contradictory to the position taken by the FCC. Other modifications offered by the prospective purchasers, which do not substantially modify their earlier proposals may be incorporated in the disclosure statement. In addition, both purchasers shall specify their proposed treatment to the classes of creditors designated by the debtor. The language agreed upon by the debtor, the unsecured creditors committee and the FCC may be incorporated into the disclosure statement. The request to include the SkyTel entities talking points as a third purchase offer is not well taken and not permitted. The disclosure statement as modified pursuant to the aforesaid provisions shall be filed by 9/14/12. Order Due by 9/14/2012 Entered on Docket by: (LSC) (Entered: 09/07/2012)
09/05/2012	616	Order Resolving Motion (Related Doc # 590) Entered on Docket by: (SGF) (Entered: 09/05/2012)
09/06/2012	617	Request for Transcript/Audio File Fee Amount \$30 Filed by R. Spencer Clift III on behalf of Pat Trammel. (Clift, R.) (Entered: 09/06/2012)
09/06/2012		Receipt of filing fee for Transcript/Audio File Request(11-13463-DWH) [misc,tsaudreq] ('30.00). Receipt number 3915554, amount \$ 30.00. (U.S. Treasury) (Entered: 09/06/2012)

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09/07/2012	<u>618</u>	Response <i>Amended Conditional Response</i> Filed by D. Andrew Phillips on behalf of Atlas Pipeline Mid-Continent LLC (RE: related document(s)129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). (Attachments: # 1 Exhibit A# 2 Exhibit B# 3 Exhibit C) (Phillips, D.) (Entered: 09/07/2012)
09/07/2012	<u>619</u>	Motion to Allow Testimony of Debtor's Valuation Expert Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 09/07/2012)
09/07/2012	<u>620</u>	Hearing Set On (RE: related document(s) <u>467</u> Application to Employ Dennis C. Brown as Special Counsel Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC.). Hearing scheduled for 10/9/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Responses due by 10/3/2012. Entered on Docket by: (LKI) (Entered: 09/07/2012)
09/07/2012		Court Certificate of Mailing; cc: Debtor(s) Attorney, (RE: related document(s)620 Hearing Set (Document)). Entered on Docket by: (LKI) (Entered: 09/07/2012)
09/07/2012	<u>621</u> ,	Response Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)619 Generic Motion filed by Debtor Maritime Communications/Land Mobile, LLC). (Ruhl, Danny) (Entered: 09/07/2012)
09/07/2012	622	Order to Reset Hearing (Re: <u>87</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/13/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	623	Order to Set/Reset Hearing (Re: 121 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/13/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>624</u>	Order to Reset Hearing (Re: 122 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/13/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>625</u>	Order to Reset Hearing (Re: 127 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/13/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>626</u>	Order to Reset Hearing (Re: 129 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/13/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>627</u>	Order to Reset Hearing (Re: 157 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/14/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>628</u>	Order to Reset Hearing (Re: 158 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/14/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	-	Telephonic Hearing Held with Craig Geno, Danny Ruhl and Bill Leech. Danny E. Ruhl to submit order. (RE: related document(s)619 Generic Motion filed by Debtor Maritime Communications/Land Mobile, LLC). Jeff Schmidt will be allowed to testify regarding the Encana and DuQuesne motions but will be bound by the confidentiality and protective orders entered by the court. The court reserves the right to disallow Schmidts testimony in the event that he is disqualified after voir dire examination. Order Due by 9/21/2012 Entered on Docket by: (LSC) TIME: 40 min. (Entered: 09/07/2012)
09/07/2012	<u>629</u>	Order to Reset Hearing (Re: 222 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/14/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>630</u>	Order to Reset Hearing (Re: 223 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/14/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>631</u>	Order to Reset Hearing (Re: 242 Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/14/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>632</u>	Order to Reset Hearing (Re: <u>273</u> Motion to Assume Lease or Executory Contract filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/14/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)

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09/07/2012	<u>633</u>	Order toReset Hearing (Re: <u>274</u> Motion to Approve Sale filed by Debtor Maritime Communications/Land Mobile, LLC). Hearing scheduled for 9/14/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (PHW) (Entered: 09/07/2012)
09/07/2012	<u>634</u>	Notice of Service of Discovery Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Ruhl, Danny) (Entered: 09/07/2012)
09/07/2012	<u>635</u>	BNC Certificate of Service No. of Notices: 2. Notice Date 09/07/2012. (Related Doc # 616) (Admin.) (Entered: 09/08/2012)
09/10/2012	<u>636</u>	Emergency Motion to Vacate Order for Rule 2004 Examination Filed by William D. Drinkwater on behalf of National Rural Telecommunications Cooperative (RE: related document(s)442 Motion for Examination filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Attachments: # 1 Exhibit 1# 2 Exhibit 2# 3 Exhibit 3) (Drinkwater, William) (Entered: 09/10/2012)
09/10/2012	<u>637</u>	Notice of Service of Discovery Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC. (Geno, Craig) (Entered: 09/10/2012)
09/10/2012	<u>638</u>	Order denying (Re: <u>579</u> Document filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). Entered on Docket by: (SGF) (Entered: 09/10/2012)
09/10/2012	<u>639</u>	Order resolving Motion (Related Doc # 471) Entered on Docket by: (SGF) (Entered: 09/10/2012)
09/10/2012	<u>640</u>	Order Granting Motion for Status Hearing (Related Doc # 556) Entered on Docket by: (SGF) (Entered: 09/10/2012)
09/11/2012	641	Motion Extend Time Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC. (Attachments: # 1 Proposed Order Proposed Order) (Ruhl, Danny) (Entered: 09/11/2012)
09/11/2012	<u>642</u>	Hearing Set On (RE: related document(s) <u>636</u> Emergency Motion to Vacate <i>Order for Rule 2004 Examination</i> Filed by William D. Drinkwater on behalf of National Rural Telecommunications Cooperative). Hearing scheduled for 9/13/2012 at 10:00 AM at Cochran U.S. Bankruptcy Courthouse. Entered on Docket by: (AOH) (Entered: 09/11/2012)
09/11/2012	<u>643</u>	Certificate of Service Filed by Craig M. Geno on behalf of Maritime Communications/Land Mobile, LLC RE: (related document(s)604 Amended Document filed by Debtor Maritime Communications/Land Mobile, LLC, 620 Hearing Set (Document)). (Geno, Craig) (Entered: 09/11/2012)
09/12/2012	<u>644</u>	Expedited Motion for Status Hearing Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC (RE: related document(s)491 Order on Motion for Examination). (Attachments: # 1 Exhibit A (NJ Pretrial Order)# 2 Exhibit B (emails)) (Ruhl, Danny) (Entered: 09/12/2012)
09/12/2012	<u>645</u>	Proposed Order Filed by Danny E. Ruhl on behalf of Environmental LLC, Warren Havens, Intelligent Transportation & Monitoring LLC, Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC, Verde Systems LLC RE: (related document(s)641 Motion to Extend/Shorten Time filed by Creditor Warren Havens, Creditor Skybridge Spectrum Foundation, Creditor Verde Systems LLC, Creditor Environmental LLC, Creditor Intelligent Transportation & Monitoring LLC, Creditor Telesaurus Holdings GB LLC). (Ruhl, Danny) (Entered: 09/12/2012)

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Choctaw's Response to CTI Plan

I. CTI cannot confirm its plan under the Bankruptcy Code.

Under the provisions of the Bankruptcy Code and applicable non-bankruptcy law, the CTI plan is unconfirmable for numerous reasons discussed below. Therefore, attempts to confirm the CTI plan are futile and could lead to additional delay and a significant increase of expenses, many of which may not be in the best interest of the estate. If no plan is confirmed the Debtor's case could be dismissed or converted to Chapter 7 and liquidated, which could result in little or no recovery for unsecured creditors. Undue delay may also result in the FCC revoking the Debtor's FCC Licenses.

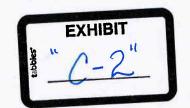
It is Choctaw's position that the Secured Lenders maintain liens on the FCC Licenses and to proceeds thereof to the maximum extent allowable by law and FCC regulations. CTI and the FCC dispute that the Secured Lenders have any direct security interest in, and liens on, the FCC Licenses themselves and assert that such security interest and liens are limited to proceeds of the FCC Licenses only.

Nonetheless, Choctaw will not consent to any plan, other than the Choctaw plan. Accordingly, any plan by CTI must be confirmed under § 1129(b). In order to cram down Choctaw, the CTI plan must provide that Choctaw retain its liens on the FCC Licenses. 11 U.S.C. § 1129(b)(1)(A)(i)(I). The CTI plan's sale provision would violate § 1129(b)(2)(A)(i)(I), which requires that a secured creditor retain its lien "whether the property subject to such liens is retained by the debtor or transferred to another entity." § 1129(b)(2)(A)(i)(I). CTI's potential sale of the individual FCC Licenses violates § 1129(b)(2)(A)(i)(I) "because 'transferred' encompasses sales." *In re Phila. Newspapers, LLC*, 599 F.3d 298, 325 n. 10 (3d Cir. 2010). Because the CTI plan would not provide that Choctaw maintain its lien on all of the FCC Licenses until paid the full balance of its secured claim, the CTI plan would not be confirmable. *See Aetna Realty Investors v. Monarch Beach Venture (In re Monarch Beach Ventire)*, 166 B.R. 428, 433 (Bankr. C.D. Cal. 1993) (holding that a debtor could not proceed under § 1129(b)(2)(A) because the secured creditor "does not retain its lien in the entire property until the debt is paid off, but rather loses the lien on each unit after that unit is sold."). *See also, In re Sparks*, 171 B.R. 860 (Bankr. N.D. Ill. 1994) (same).

Thus, the CTI plan incorrectly assumes that it can bypass Choctaw's rights in their collateral any pay other creditors prior to Choctaw. Choctaw will object to any attempt to liquidate its collateral without paying the proceeds to Choctaw first and in accordance with the terms of the Bankruptcy Code. Accordingly, Choctaw believes that the best plan, and only confirmable plan, is the Choctaw plan.

Moreover, the CTI plan contemplates paying amounts towards administrative and unsecured claims prior to the repayment in full of Choctaw's secured claims contrary to the requirements of applicable non-bankruptcy law and the requirements of the Bankruptcy Code.

Additionally, the CTI plan appears to contemplate granting priming liens to CTI as it relates to its provision of additional financing after confirmation of its plan without proposing to



grant adequate protection to Choctaw. As there does not appear to be any potential assets that could be provided to Choctaw as adequate protection, this is impermissible.

Finally, the CTI plan appears to contemplate little or no payment to Choctaw until the hypothetical and contingent successful resolution of the Second Thursday process. CTI's tying of payment of consideration to the occurrence of a future event outside its control makes the CTI plan not feasible and therefore not confirmable.

II. The CTI Plan will not provide for a greater recovery than the Choctaw Plan.

Under both the CTI plan and the Choctaw plan the unsecured creditors will be paid in full. Thus, the unsecured creditors will have to consider other aspects of the two plans in order to determine which plan is in their best interest. Choctaw anticipates that it will be able to repay the unsecured creditors more quickly and with greater certainty. Furthermore, Choctaw will be able to satisfy all of the requirements of the Bankruptcy Code and has negotiated extensively with the Committee of Unsecured Creditors to formulate its plan.

CTI misstates the manner and payment of the Debtor's obligations to its creditors as provided for in the Amended Disclosure Statement. Broadly speaking, the Amended Disclosure Statement and the Choctaw plan provide for payment as follows:

- 1. Payment of \$250,000 to administrative expense claimants upon plan confirmation (Amended Disclosure Statement, § VI.C.4.a);
- 2. Payment of \$800,000 to unsecured creditors upon the first sale of FCC Licenses after receiving FCC Second Thursday approval (Amended Disclosure Statement, § VI.C.1.b);
- 3. Payment of the balance of the administrative expense claims on a prorated basis as license sales accrue in the amount of \$7,800,000 (Amended Disclosure Statement, § VI.C.4);
- 4. Payment of all secured claims (Amended Disclosure Statement, § VI.C.1) and the payment of the claims of National Rural Telecommunications Company on a pari passu basis (Amended Disclosure Statement, § VI.C.2);
- 5. Payment of all priority tax claims (Amended Disclosure Statement, § VI.C.3);
- 6. Payment of all of the debtor-in-possession financing facility provided by Southeastern Commercial Finance, LLC (Amended Disclosure Statement, § VI.C.3);
- 7. Payment of the balance of the unsecured claims in full (Amended Disclosure Statement, § IV.C.5).

¹ Using CTI's assumption that there are pending license sales of \$10,470,000 (see CTI Offer, P. 4, Table 1: Funding of Cash at Various Dates), the administrative expense claimants would be paid in full upon FCC Second Thursday approval.

All of the payments contemplated by the Choctaw plan, with the exception of the \$250,000 payment to administrative expense claimants upon plan confirmation will be paid from the proceeds of the sale of FCC Licenses after receiving FCC Second Thursday approval.

CTI misstates these plan provisions. CTI is incorrect in its assertion that the unsecured creditors will only receive 87% of their claims. See CTI Offer, P. 5, Table 2: Cash Payments to Creditors.² CTI further asserts that it will pay claims pursuant to a "waterfall" in the following order: first, to CTI for its \$250,000 loan and \$300,000 of monthly cash infusions; second, to the administrative expenses; third, to the Secured Lenders; and fourth, to unsecured creditors. However, CTI cannot accomplish this through a plan as discussed above.

III. Choctaw will be able to sell the FCC icenses more quickly and with fewer Lencumbrances than CTL.

CTI claims that it will be able to pay the unsecured creditors faster than Choctaw. However, CTI will likely not be able to sell the FCC Licenses a few at a time. Rather, in order to satisfy the Bankruptcy Code requirements that Choctaw retain its liens on all of the FCC Licenses, CTI would have to sell a minimum of \$18,000,000.00 of FCC Licenses at one time and thus satisfy all of the secured creditors' claims before it could sell single FCC License and satisfy the unsecured creditors' claims.

In contrast, Choctaw can sell individual FCC Licenses because it can elect to sell FCC Licenses free of its liens at any time. Choctaw anticipates that it will be able to sell single FCC Licenses more quickly than CTI will be able to sell \$18,000,000 worth of FCC Licenses at a single time. It is unlikely that CTI will be able to quickly locate many single purchasers seeking multiple FCC Licenses for a price of more than \$18,000,000. However, it is much more likely that Choctaw will be able to sell single FCC Licenses for a higher per-license price and consummate those sales more quickly. Thus, Choctaw will likely be able to sell the FCC Licenses more quickly than CTI.

Importantly, Choctaw has worked extensively to develop a comprehensive plan for marketing the FCC Licenses in an efficient manner which will repay all creditors in the most expeditious manner possible. For the past year, they have developed a network of contacts and potential purchasers with ready interest in purchasing these FCC Licenses. Choctaw has also negotiated an ongoing employment agreement with John Reardon, who has marketed these and other ATMS licenses in the past. In addition to the issues implicit under the Bankruptcy Code as discussed above, CTI has no experience as either a holder or marketer of ATMS licenses.

IV. As of the date of plan confirmation, Choctaw will be more prepared to proceed with obtaining Second Thursday approval from the FCC than CTL.

Unlike Choctaw, CTI has not negotiated employment terms with John Reardon (the Debtor's chief operating officer and the person most knowledgeable about the Debtor's assets), the marketability of the liecenses, and their true value. Neither has CTI engaged the FCC in

² It is unclear whether CTI believes \$16,530,000 is the maximum possible recovery from the sales of the FCC Licenses. *See* CTI Offer, P. 5, point 2.

deliberations concerning the transfer of the FCC Licenses pursuant to Second Thursday doctrine. Choctaw has engaged John Reardon and he will be an integral part of Choctaw's maintaining the FCC Licenses, and marketing the FCC Licenses just as he has been for the past year. Likewise, Choctaw has taken preliminary steps to obtain Second Thursday approval and is ready to formally seek approval upon confirmation.

For the past year, Choctaw has had under engagement, Wilkinson Barker Knauer, LLP as FCC counsel. Wilkinson Barker is one of the preeminent communications law firms in the country and has extensive experience in Second Thursday proceedings, both as a petitioner and as head of various bureaus within the FCC. Included in Choctaw's legal team are a former Chief of the FCC's Enforcement Bureau, and several former legal advisors to an FCC Commissioner. Wilkinson Barker has successfully represented numerous clients in Second Thursday proceedings. With the counsel of Wilkinson Barker, Choctaw has evaluated carefully its likelihood of a successful Second Thursday preceding. Based on this, Choctaw is confident of a successful and timely outcome. Choctaw and its FCC counsel have formulated a plan and timeline to file a motion for an expedited Second Thursday approval with the FCC.

V. <u>CTI's ability to obtain Second Thursday approval from the FCC is not materially different from Choctaw's ability to obtain Second Thursday approval.</u>

CTI claims that it has a greater likelihood of obtaining Second Thursday approval. However, there is no material difference between the two parties' ability to obtain Second Thursday approval. Second Thursday approval is a form of special relief that allows license holders such as the Debtor to effect a sale of the FCC Licenses for the benefit of innocent creditors under the "Second Thursday" doctrine. See Second Thursday Corp., 22 F.C.C.2d 515, 520-521 (1970), reconsideration granted, 25 F.C.C.2d 112, 113-115 (1970); Northwestern Indiana Broadcasting Corp. (WLTH), 65 F.C.C.2d 66, 7071 (1977). Thus, Second Thursday is available for just this type of situation.

CTI, however, makes much about Choctaw's principals' prior business relationships with the Debtor's principals. However, there has never been anything but arms-length business relationships between the parties. CTI likewise seeks to obscure the issues by alleging that the Debtor's principals will receive some sort of windfall benefit by the alleged release of guarantees. This, however, is not accurate. Under the Choctaw plan, Choctaw will credit bid its claims against the Debtor in return for the Debtor's assets. This credit bid will fully and finally extinguish all of the Debtor's liability to Choctaw. Thus, any personal liability that the Debtor's principals may have to Choctaw will be fully satisfied through the Choctaw plan. Choctaw alleges that somehow personal guarantees affiliated with the Debtor to creditors will be "permitted to fall away." This is not accurate, is not contemplated in the Choctaw Plan, and is an issue between the individual creditors and guarantors.

Further, CTI does not fully disclose its prior interactions with the FCC. CTI makes unsubstantiated allegations that CTI will have a better chance of gaining Second Thursday approval from the FCC than will Choctaw, but does not disclose its extensive history of litigating against the FCC (and losing) as well as CTI's very public disagreements with and disparagement of the FCC.

Finally, CTI's plan does not assume all claims of the Debtor's estate, and specifically does not provide for payment of the FCC's potential claims in this case. It is unlikely that this refusal to pay the claims of FCC will increase the likelihood of CTI's success in the Second Thursday process or in its attempt to seek confirmation of the CTI plan.

VI. Choctaw has greater motivation to consummate its plan and pay all of the creditors the full amounts of their claims.

Choctaw and its members have more than \$15,000,000 worth of claims against the Debtor. Within the past year, through the DIP facility, Choctaw's members have invested an additional \$1,200,000 in order to preserve the assets for all creditors. CTI has invested nothing, and by the terms of its plan, is only willing to provide funding after it has been awarded all assets. Unless its plan is accepted CTI has no obligation to the creditors. Accordingly, Choctaw is very motivated to quickly sell the FCC Licenses for the best possible price and do so quickly so that it may recover these funds, and those of the other creditors. Choctaw, through negotiation with the Committee of Unsecured Creditors, has set up a mechanism for the Committee to have full access to all of Choctaw's dealings with regard to asset sales to ensure that the sales are proceeding in accordance with the parties' agreement. In contrast, CTI is willing to invest a total of less than \$4 million to purchase these assets. CTI is not under any internal or external obligation to sell the FCC Licenses quickly, or ever. Rather, because of the small amount that it will invest, it can hold the FCC Licenses for as long as it desires and sell them at a price that it alone determines.

I. CHOCTAW'S RESPONSE TO CTI DISCLOSURE STATEMENT

A. Choctaw's Objections to Certain Portions of the Disclosure Statement.

1. <u>CTI's statements concerning the relationships between Choctaw, Southeastern Commercial Finance ("SECF") and the Depriests are demonstrably false.</u>

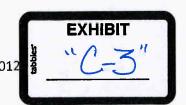
CTI asserts repeatedly throughout its materials that Choctaw, SECF, and the Depriests are "Inside Parties" and inaccurately describes the relationships between these parties. These false statements occur on pages 5. Of particular importance are the statements on page 19 that draw a distinction for "Inside Parties" as having a more difficult time acquiring approval. The term Insider is defined in the Bankruptcy Code and in various statutes and regulations, and the SECF and Choctaw entities do not meet the definition of an insider and are in fact independent third parties. CTI is aware of the fact that Donald Depriest has no interest in these entities but continues to make demonstrably false assertions. These false assertions include the chart on page 37 that includes Depriest as an initial member. This could give the creditors the false impression that Depriest is currently a member of SECF or Choctaw and therefore this chart and other statements should be excluded from the Disclosure Statement. Donald Depriest is not a member of SECF, Choctaw or any other entity that has a claim against the Debtor or that will have an interest in the licenses post-confirmation.

There is an additional chart on page 22 that provides false and misleading information. The chart on page 22 first asserts that Donald Depriest has a current relationship with SECF. This is demonstrably false as Depriest has no current relationship with SECF. In addition, the chart includes a statement that Donald Depriest and Pat Trammel have a "16+ year relationship". This statement is intended to imply an insider relationship but in reality only means that Pat Trammel has known Donald Depriest for 16+ years, something that is totally irrelevant.

Further, on page 23 CTI attempts to paint a false picture of "Insider Party relationships" by using an inaccurate description and use of the term Insider. Under the Bankruptcy Code and applicable statutes none of the relationships described by CTI create an "Insider" relationship. Where there is a defined term that directly explains a legal relationship, CTI should not be able to conflate a defined term with their own common usage in an effort to confuse and mislead creditors. Choctaw and its members are not "Insiders" as defined in the Bankruptcy Code.

B. Choctaw's Explanatory Responses to CTI's Inaccurate Factual Assertions.

1. <u>In its Introduction, CTI makes numerous demonstrably false unsupported, or hypothetical claims.</u> Contrary to CTI's assertions:



- (a) Choctaw will provide creditors payments earlier than the CTI claim because Choctaw has already developed its strategy and begun preparing for the Second Thursday process as well as the fact that the CTI plan is unconfirmable;
- (b) Choctaw is in fact an arms-length unafilliated third party and is in fact more likely to receive Second Thursday approval than is CTI. CTI's allegations that Choctaw is an Insider or affiliated with Insiders is unsupported in fact and contrary to the Bankruptcy Code and applicable statutes;
- (c) CTI is forming a new entity with no real interest in the Maritime assets and thus less incentive than the Choctaw Group to ensure a recovery for creditors;

2. CTI fails to include an accurate history of its relationship with the FCC.

On page 20, CTI asserts that it has a "long unbroken history of obtaining FCC licensure transfer approvals" and an "effective working relationship with the FCC". A full disclosure by CTI would show a dramatically different view of the relationship between CTI and the FCC. CTI has litigated against the FCC repeatedly and lost many important issues it pursued.

- 3. CTI's statement of Nine Risk Factors for Choctaw's Plan is Inaccurate and misleading.
 - (a) Contrary to CTI's assertion, the Depriests will not benefit in any way under the Choctaw Plan that they would not benefit under the CTI Plan. In both plans all creditors with guarantees are paid through the terms of the plans. Thus, there will not be any resort to the Depriests' secondary obligations under guarantees.
 - (b) CTI incorrectly asserts on page 24 that Choctaw's Plan is silent to \$11.5 million of estimated benefits accruing to the DePriests. Choctaw's Plan clearly states that all underlying debt of Maritime to Choctaw will be satisfied in consideration of the Debtor's assets. It is actually CTI that is inaccurate in its portrayal of how the Depriest guarantees are treated. As a matter of law, an individual guarantor of debt only has an obligation if the underlying debt is not paid. CTI's plan expressly intends to pay at some undetermined future date the debt that underlies the Depriest guarantees. Therefore, as a matter of law the Depriest guarantees will be relieved under the CTI plan. Thus, CTI's assertion that it intends to enforce the DePriest guarantees is wholly inaccurate and misleading.
 - (c) CTI incorrectly asserts that SECF provided value to the Depriests. In any event, commercial transactions related to SECF are not tied to the ownership of Choctaw, since the Depriests have no interest in Choctaw

- (d) CTI's assertion that the Debtor's CEO is in a conflicted position is false and irrelevant. CTI first asserts that the FCC will know that the plan presented by Choctaw is actually the plan of Sandra Depriest. Putting aside the fact that CTI's plan is also being presented as an option of the Debtor's plan, the fact remains that Choctaw's treatment of the Depriests is not in any way different from how they will benefit from the CTI Plan.
- (e) CTI's allegation about control violations of the Depriests is wholly irrelevant to the Choctaw plan as the Depriests played no role in the formulation of the Choctaw plan and will not benefit from the Choctaw plan in any way differently than they will from the CTI plan.
- (f) The FCC inquiry into the Choctaw Second Thursday proceeding is not likely to be longer or deeper than the CTI inquiry. First, despite CTI's repeated allegations that "Inside Party" relationships will harm the Choctaw process, there are no Maritime Insiders involved in the Choctaw proposal. CTI's repeated assertions to the contrary are demonstrably false and blatantly self-serving. Second, Choctaw has already conducted significant work on the Second Thursday process and this advance work will likely mean that Choctaw will receive Second Thursday approval far in advance of CTI.
- (g) CTI's assertion that there are "dangerous" unknowns is patently absurd. The Choctaw plan has been vetted thoroughly by numerous parties. Meanwhile, the CTI plan has not been vetted, and in fact CTI makes no disclosures about its numerous cases of litigation against the FCC. Nor does CTI provide in depth discussion of the effect is disavowance of the FCC claims will have on its relationship with the FCC.
- (h) While Choctaw does not have repeated experience litigating with the FCC, Choctaw has hired experienced counsel to assist in the Second Thursday process. In any event, CTI's repeated and numerous litigation issues with the FCC are not likely to be a benefit to CTI. Generally, parties that are repeatedly sued are not more likely to work with a party that has sued them repeatedly than with a party that has not sued them.
- (i) CTI's assertion that the FCC has fatigue over the Maritime proceedings is unsubstantiated speculation. In any event, a more important and likely fatigue factor on the part of the FCC exists in that the FCC likely has fatigue concerning the repeated occurrences of litigation brought by CTI against the FCC. This fatigue factor is likely exacerbated by CTI's disavowal of the FCC claims,

something likely contrary to the Bankruptcy Code and another factor making CTI's plan unconfirmable.

5. <u>CTI's assertion that it will pay administrative expenses at confirmation in the same manner as Choctaw is False.</u>

On page 9 CTI asserts that it will pay administrative claims in the amount of \$250,000 in the same manner as Choctaw. However, CTI's payment is not a payment, but rather a loan with CTI being paid back from its sale of licenses. Choctaw's \$250,000 payment of administrative expenses is an actual payment of consideration that does not have to be paid back. Thus, while Choctaw includes actual payment of consideration in its plan, CTI does not.

6. CTI's assertion that it "brings more cash to closing" is similarly flawed.

Much of the cash that CTI brings to closing is either in the form of additional loans or funds that the Bankruptcy Code and applicable non-bankruptcy law will require to be paid over to the secured creditors. Meanwhile, cash that Choctaw pays is not in the form of additional loans and does not have to be paid over to the secured creditors but can be paid to administrative claims or unsecured claims because the Choctaw Plan has the consent of secured creditors. Absent consent of the secured creditors, CTI has no authority under the Bankruptcy Code to divert consideration to any creditors other than the secured creditors until the secured creditors are paid in full.

7. CTI's makes conflicting statements about when payments will be made.

On page 30, CTI claims that it will pay \$30.2 million of claims at the Effective date, with the Effective Date being defined in its offer letter as the date of Second Thursday approval. However, there actual offer letter provides that these claims will only be paid upon the sale of licenses, not on the Effective Date. This inconsistency is materially misleading.

8. The CTI Plan cannot rely on the waterfall provisions contained in the Choctaw Plan because CTI does not have the required consent of the secured creditors. Therefore the CTI Plan is not feasible.

On page 12 CTI asserts that it will make payments consistent with the waterfall provisions of the Choctaw plan. However, the secured creditors have not and will not agree to subordinate its claims in the CTI plan. Therefore the CTI waterfall payments cannot be made, and administrative claims and unsecured claims cannot be paid until all secured claims are paid in full.

Appendix A: Est. Proceeds of Maritime License Sales Under Contract

CONFIDENTIAL

Maritime FCC License Sales Currently Pending

sets

Gross	şş	Less:	Net
Proceeds	-	Deposits Proceeds	roceeds
Atlas Pipeline-Mid Continent, LLC ("Atlas") \$0.034		(\$0.034)	\$0.000
Dixie Electric Membership Corporation, Inc. ("Dixie")	0	(0.051)	0.459
Duguesne Light Company ("Duguesne")	0	(0.200)	ı
Enbridge Energy Company, Inc. ("Enbridge")	က	(0.144)	1.299
Encana Oil and Gas (USA), Inc. ("Encana")	0	(0.200)	1
Jackson Co. Rural Membership Elec. Coop. ("Jackson County") 0.065	5	(0.065)	1
Puget Sound Energy, Inc. ("Puget Sound")	0	(0.400)	1.200
Questar Market Resources, Inc. ("Questar")	5	(0.045)	ı
Shenandoah Vallev Electric Cooperative 0.336	ဖွ		0.336
Southern California Regional Rail Authority ("SCRRA") 7.178	_∞	1	7.178
Have Not Sought to Withdraw		(\$1.139)	\$10.472
DCP Midstream. LP ("DCP")	က	ı	0.073
Denton Co. Electric Coop. d/b/a Coserv Electric ("Coserv")	4	(0.154)	0.870
Interstate Power and Light Company ("IPL")	2	(0.220)	2.092
Wisconsin Power and Light Company ("WPL")		(0.080)	0.758
acts \$4.246	9	(\$0.454)	\$3.793
	9		(\$0.454)



Appendix B: Maritime Employment Letters Executed by Donald DePriest

31

DePriest Letters

DePriest's signature, confirms Maritime's employee John correspondence in which the employment terms of Maritime, under Donald At right is Maritime Reardon

The letter is dated 9/16/06

John Reardon is Maritime's key employee, responsible for dayto-day operations

compelling evidence in support of a case that Donald DePriest maintained de facto control of This letter would provide Maritime

Page 5 of 10

Case 11-13463-DWH Claim 68-1 Filed 11/28/11 Desc Main Document

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Nations Communications Land Mobils, LLC

September 18, 2006

Mr. John Reardon 714 South Overlook Drive Alexandria, Virginia 22305

Re: Employment with MCLAM, LLC and Critical RP, Inc.

Company") appreciate your services as Chief Executive Office. The purpose of this istate is to confirm our discussion that beginning on the later to occur of January 1, 2007 or the issuance of confirm our discussion that beginning on the later to occur of January 1, 2007 or the issuance of the PCC auction licenses to MCLIM, the terms of your employment will be modified as follows: As you know, both MCLM, LLC and Critical RF, Inc. (together referred to as "the

Loui sampy wan include to an element for a performance intentive award equal to You will receive which five (5) business days a performance intentive award equal to for your service during the year 2006; sad Your salary will increase to an enmul rate of sal

after, for as much as half your salary per year. These performance incentive awards will be based upon criteria to be established by you and the Board. You will be eligible to sem performance incomive awards for future years, 2007 and

are isoued, the Company will establish a stock option plan for sealor management, including you.
The Company will base options on numbally agreed upon performance, standards and structure from an LLC to a Corporation by December 31, 2006. After the FCC auction licensee in addition to the above, it is my expectation that MCCM, LLC will change its corporate

Last but not least, John, I want you to know that in the event that your employment with the Company, you would receive soverance.

during your period of unamployment, not to exceed six (6) worshs.

If this is acceptable to you, please alga and date below and return the original copy to ma.

Don Dep

Atomostic, Wighle 22334 701,178,6555 office 218 NOTE SECT

703,540,4399 fax

ID:CRILLEY OFFICES

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Council Tree Investors

DePriest Letters

16 months later, in this letter dated May 28, 2008, Donald DePriest further modifies / Reardon's employment confirms terms of John

further compelling evidence in support of a case that Donald DePriest maintained de facto This letter would provide control of Maritime

MARITIME COMMUNICATIONS/LAND MOBILE, LLC 206 8th Street North Columbus, MS 35701

Page 6 of 10

Case 11-13463-DWH Claim 68-1 Filed 11/28/11 Desc Main Document

May 28, 2008

Mr. John Reardon 714 S. Overlook Drive Alexandria, VA 22305

Re. Employment with MCLM, LLC and Critical RF, Inc.

Letter of September 18, 2006

You will be emitted to receive incentive compensation for sales of assets of the Company on the basis of Exhibit A. The percentage to be applied for you under the heading of, "d) on the basis of Exhibit A. This will supplement and modify the above referenced letter between MCLM (Company) and yourself. "Defined Percentage" will be

Company), other than for cause or resignation, then options will be granted to you company), other than for cause or representing the Company in lieu of incentive compansation for sales of assets of representing the Company is as of the date of the Company. The percentage of ownership of the Company is as of the date of escention of this agreement and will be applicable whether the Company continues as a escention of this agreement and will be applicable. If your employment with the Company is terminated for any reason (convenience of the Limited Liability Corporation or is changed to a Corporation.

If you are unable to pay eash to exercise the exercise of the options, such loan to be secured by the stock certificates themselves and shall be for a period of three years, without interest. issuance of the auction licenses) and will be exercisable for thirty days after termination. The options will be based on the fair market value as of Jamusty 2007 (the date of options under these circumstances then the Company will negotiate a loan for the

Performance criteria should be established for incentive compensation awards by your and the Board by Yuly 15, 2008.

If this is acceptable to you, please sign and date below and return the original copy to mo.

Council Tree Investors



DePriest Letters

years after the start of the FCC's DePriest and Maritime, it is now Sandra DePriest who executes revisions to John Reardon's In this letter dated 10/11/11 investigation into Sandra employment contract

signature on the following page Please see Sandra DePriest's

This letter would provide further evidence that Sandra DePriest, needed to assert her "control" under inquiry from the FCC, over Maritime

Maritime Communications/Land Mobile, LLC Employment Agreement & Incentive Plan With John Reardon

Page 9 of 10

Case 11-13463-DWH Claim 68-1. Filed 11/28/11 Desc Main Document

LLC, (MCLM), as the Debtor in Possession in Chapter 11 Recognization under the Bankrupkey Court of the Northern District of Mississippi, and John Reardon, ("Reardon") of Alexandria, VA, do hereby agree to petition the United States Bankrupicy Court for the Northern District of Mississippi to allow MCLM to assume the all prior Employment Agreements and Inventive Plans and enter into the Employment Agreement & Incentive Plan set forth herein between them and, thereafter, to modify those agreements as

(1) Dutter & Responsibilities:

- Reardon will negotiate the sale and lease of specium licenses behalf of MCLM, subject to the approval of Sandra DePriest, President of MCLM, the Bankruptey Court and the Federal Communications Commission, as required. Θ
- Cooperate and execute supporting documents and requests from MCLM. €
- Devote his full time to MCLM's duties and responsibilities. (1)

(2) Compensation and Benefits:

- Salary at the rate of S 8
- Health Insurance Plan as presently in force.
- Reardon shall maintain his claim for unpaid wages prior to August 1, 2011. This agreement does not address those unpaid wages. (iii)

(3) Incentive Plan:

funds by MCLM or its creditors, as the case may be. Transactions for shall be calculated on the Net Proceeds of the amount over and abo per transaction. The incentive compensation shall be ayable upon the closing of the transaction(s) and the collection of by the buyer of the license(s) minus the 8



Council Tree Investors



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Council Tree Investors

DePriest Letters

sakes of spectrum which were negotiated, signed, and not closed before the Chapter I filling by MCLM, which have a total sakes in an access of the control will have a Discentive on the entire N Proceeds when closed and funds collected, Leases are not to be. included in the incentive compensation of Reardon

Case 11-13463-DWH Claim 68-1 Filed 11/28/11 Desc Main Document Page 10 of 10

any pending contracts negotiated by Reardon and commissions i paid to Reardon upon the closing and collection of said Net Proc independent sale of all or part of the spectrum will be made sub In the event the sale of all or part of the spectrum of MCLM is negotisted and concluded independent or apart fro Reardon, Reardon shall still be entitled to received 3

All Commissions carned under this agreement will be paid port gozen with the senior most debt of the company in existence at that time up to the amount of Commissions to which Reardon is entitled per Ê

(4) Entire Agreement. Upon approval of this Employment Agreement by the Court, this agreement shall represent the entire understanding on this subject mutter between the parties. All prior fanguage in any employment agreement shall be null and vold and of no further effect.

Maritime Communications/Land Mobile, LLC John Reardon

signature

See Sandra DePriest's

Appendix C: SECF Investors

ARTICLE II Duration

ARTICLE III

Purposes

The purposes for which the Company is formed are:

(a) To engage in the business of making loans, purchasing accounts receivable, factoring, providing cash management services, and furnishing other financial services to businesses, firms and individuals;

others, and to engage in the every nature, kind and consulting, advisory accounting character, which it may legally render To render to rendering bookkeeping and

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OF ORGANIZATION ARTICLES

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SOUTHEASTERN COMMERCIAL FINANCE, L.L.C.

Pursuant to the Provisions of Act No. 93-724 of the 1993 Alabama Legislature, the undersigned hereby adopt the following Limited Liability Company Articles of Organization.

ARTICLE I

Neme

The name of the limited liability company is Southeastern Commercial Finance, L.L.C. (the "Company")

The Company shall have a duration from the date of organization until June 1, 2021, unless it is dissolved and its affairs wound up prior to that date in accordance with the Alabama Limited Liability Company Act (the "Act").

Council Tree Investors

incorporation as filed with the State of Alabama SECF articles of

this has not been updated Donald DePriest's recent Alabama, as required by the state, to reflect what Note: to our knowledge Debtor has indicated is decline in ownership to with the State of

MR. LEWIS M. CARTER, JR. C/O LMC, INC. P.O. BOX 428 DONALSONVILLE, GEORGIA 31745

MR. DONALD R. DEPRIEST C/O MCT INVESTORS, L.P. 206 8TH ST. NORTH COLUMBUS, MISSISSIPPI 39701-4724

MR. GEORGE D. FLOWERS C/O NORTHSTAR TRANSPORTATION 410 TWITCHELL ROAD DOTHAN, ALABAMA 36303

WR. JAMES P. HAYES C/O J.P. HAYES & CO. 600 LUCKIE DRIVE, SUITE 305 BIRMINGHAM, ALABAMA 35223

MR. HAYNE HOLLIS C/O HOLLIS & SPANN, INC. P.O. BOX 1530 DOTHAN, ALABAMA 36302

MR. JIM C. KNIGHTON C/O HIGGINS ELECTRIC & TECHNICAL SERVICES, INC. 1310 COLUMBIA HIGHWAY DOTHAN, ALABAMA 36301

MR. C. FINLEY MCRAE C/O REX LUMBER COMPANY P.O. BOX 7 GRACEVILLE, FLORIDA 32440

MR. W. JAMES SAMFORD, JR. C/O SAMFORD & DePAOLA, P.C. SUITE 601, COLONIAL FINANCIAL ONE COMMERCE STREET MONTGOMERY, ALABAMA 36104

336501

Council Tree Investors



List of SECF owners

Council Tree Investors

38

MR. WILLIE F. WARREN C/O BROWNELL/DESTINATIONS 813 SHADES CREEK PARKWAY BIRMINGHAM, ALABAWA 35209

WATSON & DOWNS INVESTMENTS, L.L.C. C/O MR. JOHN H. WATSON SMITH'S INC. OF DOTHAN P.O. BOX 1207 DOTHAN, ALABAMA 36302

MR. KARL S. SHEFFIELD C/O COMPASS 21 3731 HADDON HALL ROAD ATLANTA, GEORGIA 30327

HR. PATRICK B. TRAMMELL C/O SOUTHEASTERN COMMERCIAL FINANCE, ILC P.O. BOX 11063 BIRMINGHAM, ALABAMA 35202-1063

State of Alabama - Jefferson County I certify this instrument flied on: 1996 JUL 16 P.M. 14:33 9608/6295 36.00 Recorded and \$ S pue

17

List of SECF owners

Appendix D: Council Tree Credentials

CTI Credentials

Following is a synopsis of CTI credentials relevant to owning and transferring Maritime's FCC licenses

relationships with the Debtor, the DePriests, SEFC or others of the Inside Parties, In addition to the primary critical facts that (a) the Council Tree plan is financially superior and (b) the primary and critical facts that Council Tree has no prior we commend the following for your consideration

CTI is experienced in FCC matters for over twenty years

successful transfer applications covering wireless, television and radio licenses license transfer proceedings; those proceedings represent an unbroken line of Council Tree and its principals have regularly appeared before the FCC in

History of assisting the FCC

include serving two terms (under two separate FCC Chairmen) with the FCC's Diversity Advisory Committee and presenting testimony in front of Congress in Over the years Council Tree has been active in assisting the FCC; examples support of FCC policy decisions

Responsible interaction with the FCC

In rulemaking proceedings, license transfer proceedings and general FCC policy meetings, CTI has maintains a productive, responsible posture

CTI Credentials (cont'd)

Responsible interaction with the FCC (cont'd)

we ultimately won and which the FCC did not further contest, vacating the rules On occasions when, like other FCC regulated companies, we disagree with the at issue; this case also illustrates our dedication to thoughtfully and thoroughly appeal of certain FCC DE rules in the 3rd Circuit Court of Appeals, a case that Commission, we maintain a responsible posture, as was the case in our 2006 separate case in the 10 $^{ ext{th}}$ Circuit Court of appeals, also relating the DE rules, pursue our positions in order to achieve fair and reasonable outcomes; in CTI is seeking appropriate relief

Council Tree is committed and dedicated to doing our best to ensure success for our partners, including Debtor, creditors and license buyers

- assure you that we will direct our commitment and dedication to positioning all If the Debtor, creditors and the Court select Council Tree's plan, then we of us for a rapid transfer of licenses with the lowest possible risk
- actively address any other of their potential concerns, all as rapidly as possible; We will start by addressing weaknesses revealed in the "Nine Risk Factors to the Choctaw Plan", and from there we will work closely with the FCC staff to thank you for your consideration



Council Tree's Rebuttal to Choctaw's Comments on the Council Tree Plan



August 29, 2012

Council Tree's Rebuttal to "Choctaw's Response to CTI Plan" August 29, 2012

The purpose of this document is for Council Tree (CTI) to respond to the six comments of Choctaw in Choctaw's memo entitled "Choctaw's Response to CTI Plan".

As an initial matter, the purpose of the CTI offer, comments and response (as directed by the Court) was to permit the parties to present the terms of their offers and to comment on the terms of the other party's offer. Legal arguments are just that, legal issues that are to be decided by the Bankruptcy Court at the confirmation hearing. Consequently, Choctaw's legal arguments are premature and misleading when the substance of the proposals was to be the terms of the offers themselves. Moreover, Choctaw misconstrues the process pursuant to which solicitation of the Debtor's plan will proceed. Choctaw must either vote for the Debtor's plan (approving of a sale transaction) or against the plan (disapproving of a sale transaction). If it approves of the proposed sale transaction, Choctaw can then express its preference for itself as the favored buyer. Choctaw intimates that its vote in favor of the plan will be conditioned upon Choctaw being the favored purchaser, but this is contrary to the process directed by the Court and agreed to among counsel for Choctaw, CTI and the Debtor. Likewise, as with Choctaw's Comments headings #1, #2 and #6 set out in quotes below, readers should recognize that there is only one chapter 11 "plan" – the Debtor's plan – pursuant to which one of the offers will be selected as the buyer of the Debtor's assets.

Choctaw Comment #1: "CTI cannot confirm its plan under the Bankruptcy Code."

Council Tree Response:

1. As a matter of well-established FCC law, Choctaw's assertion regarding its lienholder rights is incorrect. Choctaw does not and cannot legally hold a lien on Maritime's FCC licenses. Choctaw's security interest is only in the right to proceeds associated with those licenses. One of the basic tenets of FCC licensing is that the FCC has not, and will not, permit any party to possess a lien on FCC issued licenses, including those held by Maritime. This is a long-standing and well-understood FCC rule, particularly in the lending community.

Because the Federal Communications Commission ("FCC" or "Commission") retains exclusive authority under the Communications Act of 1934 to control the transfer of broadcast and wireless licenses, courts have traditionally held that FCC licensees do not actually hold an ownership interest in their licenses. See In re Beach Television Partners, 38 F.3d 535, 537 (11th Cir. 1994) (citing FCC v. Sanders Bros. Radio Station, 309 U.S. 470 (1940) and Stephens Industries, Inv. v. McClung, 789 F.2d 386 (6th Cir. 1986); see also Application of Walter O. Cheskey, Trustee-in-Bankruptcy for N.C.P.T. Cellular, Inc. (Assignor) and Triad Cellular L.P. (Assignee) for Consent to the Assignment of a License in the Domestic Public Cellular Radio Telecommunications Service Station KNKN334, Memorandum Opinion and Order, 9 FCC Rcd 986, 987 ¶ 8 (Mob. Serv. Div. 1994) (explaining that the Commission's policy against security interests in a license stems from the FCC's statutory obligation to approve the qualification of every license applicant). Consequently, courts have held that a licensee may not grant a security interest in its license, as an ownership interest in the underlying asset is necessary to assign a valid security interest to a creditor. However, because a licensee does hold a proprietary right in the proceeds derived from the sale of its license, the licensee can grant a proper security interest in such proceeds. See, e.g., In re Ridgely, 139 B.R. 374, 376 (Bankr. D. Md. 1992); Cheskey, 9 FCC Rcd at 987 ¶ 9; Beach Television Partners, 38 F.3d at 537; MQL Investors, L.P. v. Pacific Quadracasting, Inc., 146 F.3d 746, 749 (9th Cir. 1998).

- 2. Moreover, Choctaw cites authorities that are inapposite. Choctaw's "all or none" position regarding FCC license transfers is simply incorrect and Choctaw's cited cases deal with security interests in real estate. As established above, in the case of FCC licenses, Choctaw's liens or security interests are not "liens on the licenses" but rather are only encumbrances on the proceeds and appurtenant benefits flowing from the licenses. Thus, the proposed CTI purchase, by permitting the liens of the various secured lenders to remain attached and unimpaired by the transaction, satisfies the Bankruptcy Code. Plus, given that (a) "proceeds" from the licenses will only result from Second Thursday approval and closing of the contracted sales and (b) CTI has proposed a mechanism under which the secured lenders are paid first upon closing of the sale in accordance with the lawful extent of their security interests, CTI believes Choctaw's rights are fully preserved.
- 3. To the extent that Choctaw's argument on "priming" has any validity, CTI can designate its own investment capital, instead of license sale proceeds, to repay administrative and unsecured creditor claims. CTI's new capital will not be encumbered by the security interests of any secured lender and, therefore, can be paid or used by CTI as and when it chooses.

As provided above, the \$4 million of CTI cash gives CTI the ability to fund payments without the necessity of providing adequate protection. The issue of priming liens only presents itself during the "gap" period between confirmation and Effective Date and is only an issue if Second Thursday approval is not granted and the plan does not become effective. Notwithstanding this, and assuming that the value of the spectrum licenses at issue is roughly equal to the approximately \$40 million scheduled value stated by the Debtor, the security interests of the secured lenders are adequately protected by an equity cushion of approximately 300%. To the extent that CTI needs to engage in a valuation/priming lien argument, CTI is confident that it will prevail.

- 4. Choctaw's objection to CTI's plan for distributing proceeds is puzzling as CTI is following the "waterfall" framework for distributions established and agreed by Choctaw itself. Moreover, Choctaw is silent as to CTI's injection of \$4 million of cash, compared with \$0 by Choctaw, which serves to significantly improve the prospects for all Maritime creditors, most notably the secured lenders.
- 5. The plan is confirmable with CTI as the buyer, in contrast to the significant and unanswered issues with respect to the feasibility of FCC approval of Choctaw. Choctaw's challenges above to CTI's offer are readily rebutted. However, the purpose they serve for Choctaw is to distract from what should be the Maritime creditors' primary focus on the feasibility of the plan if Choctaw is the buyer.
- 6. As stated above, Choctaw has no legal right to payment except to the extent that the funds at issue are "proceeds" of its security interest, which only happens when there is a sale. This is why, under both offers, the treatment of secured creditors in this regard is the same there will be no payments under either offer until Second Thursday approval, which under both offers must come after confirmation and at a date to be determined in the future. CTI believes that it has already fully addressed the issues regarding feasibility considerations.

Choctaw Comment #2: "The CTI Plan will not provide for a greater recovery than the Choctaw Plan."

Council Tree Response:

- 1. Choctaw is factually incorrect in saying that it will "repay the unsecured creditors more quickly..." In fact, the reverse is true, given that CTI is: (a) using the same waterfall repayment framework as Choctaw and (b) is injecting a fresh \$4 million of cash, vs. \$0 for Choctaw. The point that Choctaw really seems to be making here is a recycling of the position in Choctaw Comment #1 above, as already answered by Council Tree.
- 2. CTI's table illustrates how creditors are repaid sooner under CTI's offer as compared with Choctaw's offer.
 - Please see "Council Tree's Proposed Purchase of the Assets of Maritime". (August 27, 2012 at 16 "Council Tree Proposal")
 - As illustrated therein, at Effective Date, with the closing of the Second Thursday sales totaling \$10.47 million (\$9.97 million net), the secured lenders are 55% repaid vs. 31% under the Choctaw offer.
 - CTI further illustrates that with \$16.98 million of subsequent license sale proceeds, all
 creditors are fully repaid under the CTI offer vs. unsecured creditors who are only 48%
 repaid under the Choctaw offer.
 - CTI uses \$16.98 million of illustrated follow-on license sale proceeds in our table (vs. the \$16.53 version from an earlier illustration, since refined) in order to highlight the point at which CTI has repaid all creditors (and where Choctaw has not). While it is of course a question of what amount of proceeds that Council Tree will realize from marketing the licenses, our expectation is that follow-on license sale proceeds will exceed \$16.98 million in order to return CTI its capital plus a return thereon. Choctaw is incorrect in suggesting that this \$16.98 follow-on license sale illustration somehow represents a limit to what CTI believes can be achieved in follow-on license sales.
- 3. CTI has plainly and thoroughly presented its position and assumptions, supported by charts and tables. Choctaw has not provided even rudimentary tables to illustrate how proceeds would actually be distributed under various scenarios, a situation that we find unusual. We suspect that the other Maritime creditors would also find it unusual and would welcome such a basic business disclosure by Choctaw.

Choctaw Comment #3: "Choctaw will be able to sell the licenses more quickly and with fewer encumbrances than CTI."

Council Tree Response

1. As previously discussed, Choctaw does not hold a lien on Maritime's FCC licenses, but rather on proceeds from sales therefrom. For that and other reasons, CTI is not, as Choctaw claims, limited in its ability to sell individual licenses pursuant to CTI's offer. Please also see our response in Choctaw Comment #1 above.

- 2. In any case it requires approximately just \$9 million of additional license sales to fully repay Choctaw and the secured lenders. At Effective Date, CTI will close \$10.47 million of currently pending license sales, repaying Choctaw secured lenders an illustrative \$9.77 million. Thereafter we will need about \$9 million of additional license sales (vs. the \$18 million that Choctaw indicates) in order to fully repay secured lenders. CTI believes that any number of license sale combinations would quickly add up to that additional amount.
- 3. When Choctaw states that "Choctaw has worked extensively to develop a comprehensive plan for marketing the licenses", we believe that in truth Choctaw is referring not to Choctaw directly, but rather to the work of Maritime's "general manager" John Reardon. Further, Choctaw has, as we understand, no experience in acquiring, developing and selling FCC wireless licenses. Rather, it is essentially learning by on-the-job training, and otherwise relying on Mr. Reardon. CTI in contrast has an extensive and successful track record of wireless, radio and TV license transfers.
- 4. John Reardon is a professional who has significant time and money invested in Maritime and in the AMTS wireless business, and as such he will look to work effectively with whoever ends up being Maritime's acquirer. CTI provides significant advantages for Mr. Reardon, including: (a) the flexibility our additional capital brings in operating the business, (b) CTI, unlike Choctaw, is not affiliated with the DePriests or any other Inside Parties, and (c) CTI has a significantly higher likelihood of obtaining rapid FCC license approval.

Choctaw Comment #4: "As of the date of plan confirmation, Choctaw will be more prepared to proceed with obtaining Second Thursday approval from the FCC than CTI."

Council Tree Response:

- 1. <u>CTI is and will be as or more prepared than Choctaw in obtaining Second Thursday FCC approvals.</u> Please see below.
- 2. Regarding Mr. Reardon, please see our comments in Choctaw Comment #3 above regarding Mr. Reardon working with CTI if CTI is selected as the acquirer. As an aside, it is interesting to note that while Choctaw states that Mr. Reardon is "the Debtor's chief operating officer and person most knowledgeable about Debtor's assets", Mr. Reardon in fact is not even an officer of Maritime. Sandra DePriest remains the sole officer of Maritime.

We further believe that it is highly unusual for an executive officer (and the sole officer) to remain in control of all operating decisions when a government agency has advanced legal investigations and charges to this degree and gravity. One might expect that Choctaw or one or more Inside Parties would look to replace Sandra DePriest under these circumstances. Finally, as noted in our August 27, 2012 materials, Donald DePriest on two occasions on behalf of Maritime executed employment letters with John Reardon, on Maritime letterhead.

2. CTI is ready to proceed in navigating the FCC Second Thursday process, including having highly qualified FCC counsel with whom we have worked for over a dozen years. We are represented by Michele Farquhar, senior counsel with Hogan Lovells, one of the top FCC law firms in the United States. We have successfully worked with Ms. Farquhar since 2000, including numerous wireless projects. Previously, Ms. Farquhar served as Chief of the Wireless Telecommunications Bureau at the FCC, where she had primary responsibility for the Bureau's implementation of the Telecommunications Act of 1996 and numerous rulemaking proceedings, spectrum auctions, licensing and ownership issues, and enforcement matters. Ms. Farquhar

brings all of her Hogan Lovells resources to bear, along with her extensive FCC contacts and experience.

Finally, CTI and our legal team would welcome any input from Choctaw's team to the extent Choctaw has plans or thoughts that it believes may be useful.

3. Choctaw's unsupported assertion of "confidence" fails to recognize that, no matter which or how many lawyers it hires to represent it, no amount of legal maneuvering can change the underlying facts of the Inside Parties' relationships.

Choctaw Comment #5: "CTI's ability to obtain Second Thursday approval from the FCC is not materially different from Choctaw's ability to obtain Second Thursday approval."

Council Tree Response:

- 1. Choctaw is incorrect in saying that CTI's ability to obtain FCC approvals is not "materially different from Choctaw's". In fact, CTI's ability is not only materially better, it is dramatically better.
- 2. A Choctaw-led transaction exposes Debtor and its creditors to substantial risk, including license revocation. As explained in detail in The Council Tree Proposal at 18-26, a Choctaw-led transaction exposes Maritime creditors to a substantial risk of outright license revocation by the FCC, and in the best case substantial delay and reversion to the bankruptcy court. Choctaw's weaknesses are many, and include the following:
 - The continuing and dominant role of Sandra DePriest in this proceeding, and her vested
 interest in seeing the Secured Creditors release her and her husband's personal
 guarantees, is dramatic. The Choctaw offer, should it be selected, will face the fact that
 Sandra DePriest's personal interests go to the very heart of Choctaw's offer.
 - We believe the simple truth is that Choctaw has no hands-on experience in dealing with the FCC, and its offer will subject the creditors to the risk of a steep "on-the-job-training" learning curve.
 - The Choctaw offer is likely to trigger a longer, broader FCC inquiry into the inner workings of the Inside Parties, including the facts behind the \$438,102 of value recently provided to Donald DePriest.
 - The Creditor's face severe blind side exposure for the Creditors as a result of the "unknowns" that may well be revealed regarding the Inside Parties.
 - The remarkable actions of Donald DePriest in exercising control over the Debtor, revealed in part in the Council Tree offer at Appendix B, are striking examples of the unknowns that appear to lurk in the complex relationships of the Inside Parties.
- 3. CTI by comparison is free of any association with the DePriests, Choctaw or any other of the Inside Parties and is well-positioned to rapidly and successfully navigate to FCC approval. See the Council Tree offer at 18-20, and Appendix D at 40-41 for a review of CTI's FCC credentials. Choctaw alludes incorrectly and without citation that we "lost" our case in the Third Circuit¹

¹ Council Tree Communications, Inc. et al. v. FCC & USA No. 08-2036 (3rd Cir.)

against the FCC. In fact, in the Third Circuit's decision the Court found that "the deficiencies in the challenged [FCC] rulemaking to be serious."

It also should be noted that CTI was not a lone crusader in this important public policy litigation. Joining CTI was a well-recognized public interest organization, the Minority Media and Telecommunications Council, and a leading Alaska Native organization, Bethel Native Corporation. Perhaps more significant, Council Tree and the other petitioners were joined by an extensive and, in many respects, unprecedented group of well-respected *amici*². Far from "disparagement" of the FCC, the case was characterized by vigorous advocacy by all parties on both sides regarding legal positions. The litigation was a manifestly responsible and successful legal exercise by Council Tree and a dozen fellow petitioners and *amici*. A similar set of petitioners and *amici* is currently appealing another FCC rulemaking³.

4. Again, we believe that the question of who can best navigate FCC approval, whether Choctaw or CTI, should be the number one issue for Maritime creditors to consider in selecting a buyer (and partner) going forward.

Choctaw Comment #6: "Choctaw has greater motivation to consummate its plan and pay all of the creditors the full amounts of their claims."

Council Tree Response:

- 1. Council Tree's economic interests are perfectly aligned with the Creditors. Choctaw's interests, in contrast, are badly misaligned. Choctaw has every incentive to "firesale" Maritime's assets, taking in an amount sufficient to repay Choctaw irrespective of whether it satisfies other creditors. In contrast, CTI stands at the bottom of the waterfall. As such, we receive a return of our capital only if and when those senior to CTI in the waterfall are repaid. Therefore, we have every incentive to ensure that not just the secured creditors are repaid, but also the unsecured creditors as well. We also have incentive to see our capital returned in a timely fashion. Accordingly, we will rely on our business experience and judgment to optimize returns with respect to amount and timing.
- 2. Choctaw trivializes CTI's \$4 million investment, but this is a substantial investment of fresh cash, invested at the bottom of the waterfall, and is \$4 million more than Choctaw is willing to invest.
- 3. We thank Debtor, Debtor's Creditors and the Court for your consideration.

² These Included: The Asian American Justice Center, Benton Foundation, Media Alliance, National Hispanic Media Coalition, National Association for the Advancement of Colored People, National Organization for Women Foundation, Office of Communication of the United Church of Christ, Inc., Rainbow PUSH Coalition, Women's Institute for Freedom of the Press.

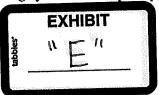
³ Council Tree Investors, Inc. v. FCC & USA, No. 12-9543 (10th Cir.)

SkyTel does not fully agree with the Debtor's presentation of Second Thursday as a materially accurate or adequate disclosure. SkyTel states the following <u>as its view</u> on these matters (the Debtor disagrees with SkyTel's stated views) --

First, the FCC "Second Thursday" doctrine does not apply to a bankrupt licensee that, as in this case, entered bankruptcy for the primary purpose of escaping FCC regulations under the guise of the Second Thursday doctrine. Rather, as discussed below, the doctrine only potentially applies where a FCC licensee files for bankruptcy protection based on an economic situation and for the primary purpose of seeking the protections afforded such licensees by bankruptcy law. Bankruptcy law contains no provision for escaping federal government regulatory actions and proceedings; in fact, actions to enforce federal regulations are exempt from the bankruptcy automatic stay. SkyTel believes there is ample evidence in the instant case that the Debtor filed for bankruptcy protection, not because of demands it could not meet of its secured creditors and not because it lacked sufficient net assets or the ability to extract income from them, but rather to attempt to use the FCC Second Thursday doctrine to attempt to escape the defects in the licenses caused by its principals, and shown on all of the licenses from the time they were initially applied for and issued. Thus, SkyTel does not believe that the Second Thursday doctrine can apply in connection with this bankruptcy case.

Further, in the seminal case involving the "Second Thursday" doctrine, the company called Second Thursday, unlike the Debtor here (i) was insolvent (see below), and (ii) had principals deemed wrongdoers that had performed under the terms of their guarantees to creditors. In addition, that case involved "claims held by creditors who [were] wholly unrelated to and unassociated with the [deemed wrongdoer] stockholders." See 22 F.C.C.2d 515 (1970), the Memorandum Opinion & Order ("Memo Opinion") in the Second Thursday case. The Memo Opinion also noted that "[n]either purchaser is connected with the bankrupt or its stockholders or personally has been associated with the operations of the bankrupt." In the instant case, however, the Debtor's Plan is contemplating one of two parties -- Choctaw or Council Tree -- taking over Debtor's licenses subject to FCC Second Thursday relief and approval. But that puts those parties in a barred position of being squarely "associated with the operations of the bankrupt." Given that it is comprised of the secured creditors and Trammell,

² In the instant case, the debt is in large part closely associated with the Debtor's principals, via personal guarantees, association with principals' other businesses (e.g., MariTEL), legal services to defend the principals' management of the Debtor and the licenses, loans to purchase the licenses made at a time when the facts of the alleged wrongdoing by the Debtor's principals was publicly known, etc.



¹ For example, a large portion of the secured debt (and some of the unsecured debt) is subject to personal guarantees given by Donald DePriest, but the secured creditors involved have apparently not sought repayment under such guarantees. Mr. DePriest has substantial FCC license assets under his control apart from the Debtor entity (e.g., the licenses of Wireless Properties of Virginia: valuable broadband licenses being sold to Sprint and its affiliates). Further, but for the FCC Show Cause Order license-revocation Hearing, the Debtor was regularly entering license-sale agreements and leases, generating upfront payments exceeding operating costs, and promising -- upon closing of the sales -- sufficient amounts to service all of the Debtor's debts and for principal repayment. The sole economic problem of the Debtor was of its own creation, as described by the FCC in the Show Cause Order, and that was the reason for the Debtor's bankruptcy filing (i.e., to seek a cure, via Second Thursday, of the problems it brought upon itself).

Choctaw is "connected with the bankrupt or its stockholders" and "associated with the operations of the bankrupt" for other reasons as well.

Second, neither Choctaw nor Council Tree are proposed purchasers of the subject FCC licenses for operations: by their character and history, each is a middle-man investor vehicle to "launder" and sell off the licenses, seeking an obvious windfall. Even absent a windfall, this is subject to the FCC prohibition against trafficking in licenses.³

Third, a determination of "Second Thursday" relief is not solely based on FCC consideration of "innocent" creditors' interests under bankruptcy law and procedure, but also involves weighing those against FCC regulatory interests. In the instant case, the Debtor, along with persons acting for the Debtor, have, in SkyTel's view, caused the FCC regulatory interests side of the scale to far outweigh the other considerations, to an extent clearly sufficient to overcome any possible Second Thursday relief. The Show Cause Order itself describes a litany of systematic violations of FCC regulations over the years. And in the Show Cause Hearing, the Debtor and persons acting for the Debtor have continued with actions that the FCC Administrative Law Judge has regularly found good cause to criticize and express frustration over. This is shown in the public docket of the Show Cause Hearing, available on the FCC ECFS system, Dkt. No. 11-71.

Fourth, the Debtor has not, in SkyTel's view, taken any real action before the FCC -- in the Show Cause Hearing or otherwise -- to even attempt to prove up what debt constitutes "innocent" debt to be weighed against any potential benefit to the alleged wrongdoers. Instead, in SkyTel's view, the Debtor has resisted all discovery and proceedings in the Show Cause Hearing that would have advanced the "innocent" debt determination. And importantly, the FCC must make that determination on its own, and cannot simply rely on the Debtor's word. Further, if an alleged "innocent" creditor lent money to or otherwise invested in the Debtor with full knowledge of the Debtor's alleged FCC wrongdoing, or sought benefit from the wrongdoing, or had direct or indirect undisclosed "side-deals" with any persons the FCC finds to be principal wrongdoers, then the FCC may determine those persons and their debt to not be "innocent."

Fifth, SkyTel is not aware of a single case in which the FCC has applied Second Thursday relief to a group of FCC licenses whose value exceeds the value of the FCC determined "innocent" debt. In the instant case, and by any reasonable measure (shown in this bankruptcy case, or in the market, or to the FCC), the value of the subject FCC licenses exceeds by multiples all of the Debtor's scheduled secured and unsecured debt. And both the FCC Administrative Law Judge and the FCC prosecution team's lead attorney, Pamela Kane, have

Trafficking is condemned because "a government license granted in reliance on an applicant's stated intention to operate should not, instead, be bartered away for profit, i.e., that license should not be granted to persons whose primary intent is to sell them at a profit rather than to operate a station in the public interest." 9/9 WMIE-TV, 11 R.R. 1091, 1098 (1955); see also Section 310(b) of the 1934 Act (provides for Commission disapproval of any transfer contrary to the public interest. Indeed, the FCC has a long standing policy.... to prevent "speculation, barter or trade in licenses."

³ See Crowder v. FCC. 399 F.2d 569 (D.C. Cir. 1968), cert denied, 393 U.S. 962:

said in the Show Cause Hearing that it will be up to the FCC -- and not the Debtor -- to determine what the fair value of the subject licenses is, and that that determination will be independent of any finding or adjudication that may have occurred in the bankruptcy case. They have also both made it clear that, if such value exceeds the amount of the FCC-determined innocent debt, then Second Thursday relief will not be available. (Even if some of the licenses, at fair value, were sold or otherwise used to satisfy innocent debt, the revocation hearing would need to proceed as to the other licenses, and if the FCC found good cause to revoke the licenses at the end of the hearing, then it would have been improper to allow some licenses that should have been revoked to be disposed of).⁴

Sixth, even if Second Thursday relief were somehow obtained in connection with the Show Cause Hearing pending against the Debtor and the subject licenses, such relief does not apply to license terminations (e.g., terminations of the site-based licenses involved in the Show Cause Hearing), but applies potentially only to license revocations (e.g., revocations of the geographic licenses involved in the Show Cause Hearing).

Seventh, even if Second Thursday relief were obtained in connection with the Show Cause Hearing pending against the Debtor and the subject licenses, that would have no effect on SkyTel's Application for Review which is pending before the full Commission and which claims, *inter alia*: (i) that the licenses issued to the Debtor in Auction 61 are void *ab initio*, and (ii) that, under prevailing case law,⁵ the radio spectrum in all of said licenses can only be licensed to the lawful high bidders, which are two of the SkyTel group LLCs. This Application for Review has not been acted upon yet by the Commission. It is not part of the Show Cause Hearing. The Second Thursday doctrine applies only to licenses in a FCC revocation hearing, and not to reviving dead licenses (licenses found to be void *ab initio*), or licenses found to be lawfully only available to the lawful high bidders.

In this regard, SkyTel does not believe that FCC cases on the Second Thursday policy deal with a case, as the one presented here, where the licenses at issue are subject to formal claims of ownership by a party or parties that assert (and in this case have shown in FCC

⁴ In a license-revocation FCC hearing case such as this, where the revocation contemplated is based on wrongdoing by the licensee and its principals, a finding of revocation is not specific to a license but applies to all of the licenses. SkyTel believes this is clear from a reading of the Show Cause Order.

⁵ For example, the DC Circuit Court of Appeals stated in Superior Oil v. Udal, Secretary of the Interior, 409 F.2d 1115 (1969):

[[]T]he Comptroller General['s]... view is that "the strict maintenance of the competitive bidding procedures required by law is infinitely more in the public interest than obtaining ... [any] pecuniary advantage in individual cases by permitting practices which do violence to the spirit and purpose of the law.**** [B]idders who comply faithfully and scrupulously with bidding regulations should not in effect be penalized by the errors of less careful bidders who fail to follow correct procedures.* * * * The requirement of steadfast compliance with competitive bidding procedures . . . is an indispensable ingredient to the maintenance of competitive bidding processes which will engender public confidence and that of persons dealing with the Government.

records) that they were the lawful high bidders for the licenses. In this and like cases, the FCC has to, at minimum, add great weight to enforcing its rules to protect the integrity of its auction licensing process. Adding that weight to the already great weight in favor of enforcing it rules that the Debtor and its principals have allegedly violated, creates what SkyTel believes is an insurmountable hurdle.

Eighth, even if Second Thursday relief were obtained to resolve the Show Cause Hearing pending against the Debtor and the subject licenses, that would have no effect on SkyTel's antitrust, Sherman Act 1 case against the Debtor which is pending and proceeding in the United States District Court for the District of New Jersey (Civil Action No. 2:11-cv-00993). If SkyTel prevails in that case, then SkyTel believes that the District Court may issue an in-kind award to SkyTel of the FCC licenses now held by the Debtor. In addition, if SkyTel prevails in that case, then SkyTel believes that the District Court can -- with no FCC consent or action -- directly revoke all of the Debtor's FCC licenses under 47 U.S.C. §313. SkyTel believes that the FCC has no jurisdiction over such antitrust claims against FCC licensees in a U.S. District Court (or appeals of decisions therefrom). Indeed, the District Court decided just that in connection with denying the Debtor's motion to dismiss SkyTel's Sherman Act 1 claim.

Ninth, if the FCC were to grant the Debtor any substantial relief under the Second Thursday doctrine, SkyTel believes that decision would be reversed (including since, in SkyTel's view, such a decision would violate principals of the Communications Act, the Administrative Procedures Act, and Fifth Amendment due-process equal protection). Indeed, SkyTel currently intends to seek such reversal if needed, by an appeal to the United States Court of Appeals for the D.C. Circuit.

First in this regard, Congress established in the Communications Act relevant statutes under which the Show Cause Hearing is proceeding regarding termination of the Debtor's licenses and denial of its license assignment applications, including 47 U.S.C. §§ 308, 309 and 312. These require licensing "in the public interest" and in accord with FCC rules established for this purpose. There is no part of the Communications Act or FCC rules that support deviation from that standard for "innocent creditors." In SkyTel's view, the FCC has no authority to create and apply a "doctrine" (or policy or the like) that undermines its duties mandated by Congress under these statutes. A doctrine or policy that interprets or advances

⁶ SkyTel would not, absent settlement, accept this minimum, but notes it here to put this in the context of the Second Thursday weighing/balancing process. That is, SkyTel asserts that Second Thursday simply does not apply in the subject case at all. But in applying the Second Thursday balancing standard here hypothetically: the integrity of FCC license auctions must, in SkyTel's view, be given far greater weight and take precedent over alleged innocent creditors to extract value out of licenses procured by cheating a lawful high bidder. In addition, many of the creditors in this case could look to the alleged wrongdoers to be made whole (if they are actually creditors and not equity holders). Many have guarantees from the alleged wrongdoers, and at least certain of the alleged wrongdoers appear to have substantial assets, including in Wireless Properties of Virginia. Principal SkyTel claims were stated publicly against the Debtor even before the FCC issued licenses to the Debtor in Auction 61: these were shown on the FCC ULS public online system that the creditors all had access to. The loans/investments after that were not "innocent" of those publicly stated claims, and the facts and law presented, which ultimately ended up on the current Show Cause Hearing.

statutes may be sustained (*see* note 7), but not, in SkyTel's view, one that directly undermines statutes as applied or on their face. SkyTel believes that the FCC "Second Thursday" policy is both facially, and as applied, in violation of these federal statutes. Had Congress meant to relieve the FCC from the duty to apply these or other statutes where it finds or speculates that "innocent creditors" may be at risk, it could have done so, but it did not.⁷

Further in this regard, SkyTel believes that the FCC cannot, under the aforementioned laws: (i) on the one hand, under "Second Thursday," grant to a company that is bankrupt (whether for legitimate economic distress or by artifice) the right to sell off the licenses that otherwise are subject to revocation (and grant ancillary relief such as time extensions to construct, or to keep off the air prior to automatic termination), while (ii) on the other hand, revoke licenses (and not grant said ancillary relief) of a similarly situated company that was not mismanaged or manipulated into bankruptcy. Apart from the equal protection violations involved, this would also create unfair competition in wireless licensing matters, and would encourage licensee managers to take on debt artificially sheltered by Second Thursday protection. That is, even if the managers violate FCC law to get and keep licenses and cheat competitors, the debt can be paid under "Second Thursday." This is an artifice that is contrary to the core principles contained in the above-noted law.

In addition, SkyTel has expressed other reasons in legal proceedings, including before the FCC, as to why this Debtor is not entitled to Second Thursday relief, and why even if it were to be obtained, it would be ineffective for purposes of the Plan that the Debtor has proposed. These reasons include, but are not necessarily limited to, the fact that, in SkyTel's view, the Debtor has acted as and/or displays elements of a "sham corporation" not entitled to legal relief. Indeed, that is among the issues contained within SkyTel's Sherman Act 1 case against the Debtor noted above.

⁷ In contrast, the United States Supreme Court has explained *permissible* FCC "doctrine" in *Red Lion v FCC*, 395 U.S. 367 (1969) (emphasis added, and footnotes in original deleted):

The fairness doctrine finds specific recognition in statutory form, is in part modeled on explicit statutory provisions . . . § 315 . . . Act of September 14, 1959, § 1, 73 Stat. 557, amending 47 U. S. C. § 315 (a) . . . makes it very plain that Congress . . . vindicated . . . the fairness doctrine inhered in the public interest standard. . . . And here this principle is given special force by the equally venerable principle that the construction of a statute by those charged with its execution should be followed unless there are compelling indications that it is wrong, especially when Congress has refused to alter the administrative construction.